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The Solicitors' Journal.

LONDON, JANUARY 6, 1877.

CURRENT TOPICS.

ON THE WHOLE, this is a fairly comfortable and happy country. There were, however, crumpled rose leaves in Sybaris; and no one can assert that our English oak leaves always lie smooth and straight. But Fortune, in making our couches of the coarser leaves, has given us two alleviations that, so far as we know, she denied to the Sybarites. When we find a crumpled oak leaf we can either (1) write to the *Times*, or (2) propose the passing of an Act of Parliament. These are no potent consolations, even when taken singly. They are potent indeed when taken together. And they rise to the height of a positive luxury when they become ours, not because we have had a restless night, but because a crumpled oak leaf has been found in somebody else's ball. Sir Edmund Beckett seems to be just at present in this exulting state of enjoyment. People have been complaining that agents too often receive *douceurs*, or share the charges or commissions of persons employed by or on behalf of the principals. Accordingly, Sir Edmund has consoled himself by writing to the *Times* and proposing the creation of a new crime. We will do what we can to add to his pleasure, and therefore print the enactment with which he proposes that our statute book shall be enriched:—

"Be it enacted that any agent or servant, or the clerk, servant, or deputy of any agent, who shall receive or try to obtain from any person with whom the principal or employer of such agent or servant is dealing or negotiating, either by himself or through such agent or servant, any valuable consideration, or promise thereof, which shall appear to the court to judge, before whom the case is tried, to have been in respect of any such dealing or negotiation, shall be guilty of a misdemeanour, and may be summarily convicted, &c.

"The word agent shall mean every person who acts for any other person or corporation in any capacity by virtue of any office, appointment, or employment, whether general or special."

We need hardly point out what a happy state of things it would be if this were made law. A man might be "guilty of a misdemeanour," and might be summarily convicted, &c., for expressing a hope, or listening to a promise!

THE COMMISSION CONTROVERSY has continued throughout the week, the auctioneer witnesses in every case hitherto, save one, carefully concealing their identity. The solitary exception is a letter from Messrs. Debenham, Storey, & Sons (who must not be confounded with the eminent estate auctioneers), who comprised in one sweeping charge solicitors, accountants, and official liquidators, and whose allegations as to the last class have been flatly denied, as regards his own practice of thirty years, by Mr. Harding, and have been generally described as "unjustifiable" by resolution of the committee of the Estate Exchange, comprising most of the eminent estate auctioneers in London. As to the

anonymous assertions, it is, of course, impossible to estimate the credence which should be given to them; but we must point out that although "An Accountant" says he knows solicitors who take and give commissions, none of the writers of the anonymous letters which have appeared this week has stated that he personally has divided his commission as an auctioneer with a solicitor, or has given a particular instance of the practice; and against these anonymous general assertions as to the commonness of the practice of solicitors dividing commissions with auctioneers we may set the fact that a member of an eminent Lincoln's-inn firm of solicitors, who is also on the Council of the Incorporated Law Society, has written in his own name stating that he does not believe the practice of dividing with auctioneers the commission is so general as is alleged, and that no instance has ever come to his own knowledge. This is exactly what the "Country Solicitor" said last week, and we were able then to add our own testimony to the same effect. Subsequent special inquiries have given us at second hand some instances in which the practice was followed, and was supposed to have been followed; but, so far as we have been able to ascertain, the prevalence of the practice has been grossly overrated. We have not hesitated to avow our opinion that the whole system of dividing commissions for non-legal work, whether with auctioneers, or brokers, or any other persons, is undesirable and indefensible; but no good end can be secured by unjustly exaggerating the prevalence of the practice.

IT MAY BE USEFUL to direct the attention of our country readers to a notice which, for some time past, has been posted up in the Record and Writ Clerks' Office. The notice in question was, we believe, issued by direction of the Master of the Rolls, and is, in terms, as follows:—

"Considerable confusion having arisen in actions for administration of an estate from the practice of adding, after the issue of the writ, a title 'In the matter of the estate,' &c., solicitors are requested, in all actions for administration, to intitule the writ in the form—

"In the matter of the estate of A. B.,
Between G. H., . . . Plaintiff,

R. S., Defendant.

"It will thus be possible to index these actions, in the cause-book, under the name of the estate to be administered."

It will be seen that the object of this notice is to insure that *all* actions for the administration of the estates of deceased persons shall be uniformly indexed under the names of such deceased persons, and inasmuch as many of such actions, commenced in district registries, may be transferred or removed to London, it becomes obviously important that the direction be observed as well in district registries as in London, otherwise the desired uniformity cannot be insured, for an action can be indexed only in agreement with the title, as set forth in the writ.

A POINT OF CONSIDERABLE IMPORTANCE was decided in the case of *In re Austin, Ex parte Yalden*, reported in last week's issue of the WEEKLY REPORTER (p. 134). A trustee in bankruptcy was removed from office and a new trustee appointed. The new trustee called upon his predecessor to deliver up to him all the documents relating to the office, under r. 249, which provides that upon a trustee being removed from his office, he shall deliver over to the registrar "all books kept by him, and all other books, documents, papers and accounts in his possession in any way relating to his office as trustee. The former trustee replied that all the papers were in the hands of his solicitor, who claimed a lien upon them for costs. The solicitor handed over all books of account of the estate, but retained documents upon which he had bestowed labour as solicitor. Application was there-

upon made to the Court of Bankruptcy for an order upon the former trustee and his solicitor to deliver up the documents. It seems not to have been attempted to contend directly that the rule requiring the former trustee to give up all documents in his possession overrode or took away the solicitor's lien. The remarks of Erskine, C.J. in *Ex parte Bowden* (2 Dea. & Ch., at p. 184), and the principle of that decision, would have been fatal to such a contention; but it was urged that the former trustee ought to discharge the costs of the solicitor, and so obtain the documents for the new trustee. This would indeed have been to push the liabilities of trustees to an unheard of length; and so thought the Court of Appeal. "In this case," said James, L.J., "the new trustee can go himself and say, 'I am the real person, I will pay this gentleman'; but we cannot make a mere trustee find the money out of his own pocket."

VICER-CHANCELLOR BACON had recently before him a case the judgment in which illustrates curiously the convenience of the 7th rule of June, 1876 (ord. 16, r. 9a), which enables the court to determine the construction of an instrument before ascertaining an heir-at-law, or the next of kin, or a class, whose interests are dependent upon the construction adopted. The case (*Chester v. Phillips*) came before his lordship on the 16th of December last. A testator, who died in 1850, left his personal estate to his wife for life, and after her decease "to be divided amongst his heirs, and to their children, . . . share and share alike." On the death of the wife in 1876, the action was brought for administration, the only parties being children of one of the testator's next of kin, a sister, who had died in 1871. The state of the testator's family, so far as was at present known, was this:—His father and mother died before him. He had at one time two brothers and three sisters. It was not known which of the brothers was the elder; neither of them had been heard of by the parties for more than forty years; one or other of them had died without having been married, and the other was married and had children, but these children had not been heard of for more than forty years. Of the testator's three sisters, one had died more than forty years ago, and had, it was believed, left children; but these children had not been since heard of. Another sister died in 1866 leaving two children, one of whom had died in 1874, without leaving issue; and the third sister died in 1871, leaving six children.

Now, under the reversionary gift, interests, dependent upon the construction which should be put upon it, might be taken by various distinct persons and classes. There would be the question between the testator's heir-at-law, claiming as *persona designata*, and the next of kin; in whichever way that were decided, there would be the further question between the heir, or next of kin, and their respective children, whether "children" imported a distinct gift, and if so, what children would be entitled? Children alive at the period of distribution, whose parents had died before it, were interested to contend adversely to their brothers and sisters who died before that period, that the gift vested then and not earlier. Very possibly other arguable points might be discovered; each of the above at all events contained, in the opinion of counsel and the judge, sufficient substance to demand the presence of somebody interested to argue both sides, assuming that in each case there was any such person in existence; and according to the practice as it stood up to June, 1876, inquiries must have been directed for the purpose of ascertaining who was the heir-at-law, who were the next of kin, whether these people had died before the period of distribution; if so, whether they left any children, and whether such children died before the period of distribution. However tedious and expensive these inquiries might be, the construction could not be settled until they had been made, although certainly some, and possibly most,

of the objects of inquiry would turn out in the result to have no interest at all. The court had power under ord. 34, r. 2, of the rules of court to order a question of law to be adjudicated upon before any evidence was given, but that was only where it appeared that it would be convenient to have such question decided at that stage. Nothing can be decided in the absence of the parties, and the peculiarity of actions for administration is that they come before the court in the first instance in the presence of some only of the parties; the rest are brought before the court by its own action under the decree. Moreover, the Master of the Rolls has expressed a decided view as to this rule, that it will not be acted upon when the event may show that the point of law need not be decided at all. So that, even supposing for a moment that by this machinery a question of law could be settled in an action for administration in the absence of possible parties interested, a difficulty would constantly be found in the circumstance that the certificate might show a state of facts rendering the decision unnecessary.

In this state of things r. 9a. of ord. 16 was made in June, 1876, and by virtue of it the judge was able, in *Chester v. Phillips*, to obtain, without any difficult inquiry, a representation, for the purpose of determining the points of construction, of the substantial sets of interests depending upon those questions. The judgment directed that persons should be appointed at chambers to represent, for the purpose of determining the questions of construction, (1) the heir-at-law; (2) the next of kin; (3) children of the heir who had died before the period of distribution; (4) children of the heir living at that period; then inquiries to ascertain whether there were any (5) children living at that period of next of kin then dead, and whether any (6) children of next of kin after surviving their parents had died before the period of distribution; and if it should appear that there were any children of the former class who had since died, or any of the latter class, then the like order for their representation. The certificate was ordered to be directed, in the first instance, to the above matters separately.

It might be doubted at first sight whether the case as to the heir-at-law was strictly within the rule, the right which he might claim not being, in one limited sense, "the right of an heir-at-law," but under the gift. The reason of the thing, however, is entirely in favour of the propriety of the judgment in this respect. The object of the rule is to save the cost and delay of difficult investigations which the settlement of the question of law on the point of construction in a particular way would render unnecessary. Then, although the claim of the heir or next of kin may be under the instrument instead of against it, still they claim by virtue of the character they fill; the individuals themselves are equally unascertained. The difficulty, if it deserves to be called such, is altogether removed if the heir-at-law, or next of kin, claiming as *persona designata*, can be regarded as classes.

At the Bristol Quarter Sessions on Saturday, William David Lewis, a solicitor's clerk, was tried before the recorder (Mr. Kingston, Q.C.) on an indictment charging him with stealing four books, the property of Mr. T. W. Blissett, landlord of the White Hart Tavern, Park-row, at which house the prisoner lodged. Lewis conducted his own defence, cross-examined the witnesses with some skill, and made a long address to the jury. He was, however, found guilty, and sentenced to twelve months' imprisonment with hard labour. In the course of Tuesday, however, the attention of the clerk of the peace (Mr. T. Danger) was called to the fact that the grand jury had thrown out the bill preferred against Lewis, and he was accordingly brought up from the city gaol just before the business of the sessions was concluded. The prisoner, who, in the meantime, had had his beard shaved off and his hair cut close, was put in the dock and was at once ordered by the recorder to be discharged.

CRIMINAL PLEADING.

THERE are some matters of procedure which are necessary in any legal system, but which it is extremely difficult to cast in a satisfactory form. It is obvious that it is an elementary matter of justice in any criminal proceeding that there should be some definite charge against the accused, in order that he may know to what to address his defence. According to our law there is a formal pleading, called an indictment, which contains the charge. The gross absurdities—brought about partly by a desire to mitigate a too severe criminal code, and partly by the love of technicality—which formerly characterized our law with regard to indictments, have been to a great extent obviated by various statutory enactments, but we cannot say that they have altogether disappeared. The indictment of the present day is not satisfactory. It is, in cases involving any complication, such as conspiracy, verbose, extravagantly long, and cumbrous in a measure quite out of proportion to its real usefulness. It is based upon the same notion which runs, or did run through most of our legal procedure, both criminal and civil, and which we referred to recently in relation to the practice with regard to writs of *mandamus*, the notion namely, that the party putting the law in motion, whether in criminal or civil proceedings, is bound to ask the tribunal for a particular judgment, or sort of judgment; to tell the judge, in fact, what judgment he is to pronounce in his favour, if he pronounces any. We conceive this idea to be fundamentally erroneous. In our view it is the office of the judge solely to decide what the judgment shall be, and to determine its form upon the facts being laid before him by the party proceeding. There is, no doubt, often considerable difficulty in doing this, and we believe the contrary system has, to a very great extent, kept its ground from the unwillingness of judges to face that difficulty. It is much easier to say that such a judgment which has been asked for ought not in law to be given, than to say what the exact form of judgment that ought to be given is. But the application of a system based upon the notion we allude to was before the Judicature Act becoming every day more and more impossible in civil proceedings. Free amendments of pleadings, and even total disregard of the pleadings was becoming, in many cases of the greatest importance and involving the largest interests, more and more the order of the day. We have heard Sir Balliol Brett repudiate with indignation the idea that in a mercantile case anyone should consider the pleadings. Now, the form of pleading directed by the Judicature Act is distinctly based upon what we have adverted to as the true view, viz., that the judge is to say what the legal consequence from the facts, as laid before him and ascertained either by himself or the jury, must be. The indictment, however, which is clearly based on the old system of pleading, remains. We wish, at present, in what we may say to separate questions relating to the indictment considered as a means of giving information to the accused, and the indictment considered as the legal foundation of the judgment.

The notion of the written warrant for any legal act or right, or exercise of power, has been a fundamental idea running through all our legal system, as we once took occasion to point out in a discussion on the subject of the form of the poor rate. It has, no doubt, in former times been a great safeguard of justice and legality. That all legal processes should be expressed in, and evidenced by, certain written forms, obviously tended to prevent the exercise of lawless authority, and likewise to define the law, thus preventing that vagueness which is said to produce a miserable servitude. It consequently followed, according to the system of our ancestors, that on the face of the record of any proceedings it should appear that the case justified the judgment pronounced upon it. Certain legal moulds having been developed by judicial decisions acting upon ancient precedent, the case must appear to be brought within one of them. It having

been somehow established that certain legal premisses involved certain legal consequences, your record must set out the legal premisses to justify the production of the consequences. But the legal premisses are not by any means to be confounded with the actual facts. To take an example. Mr. William Sykes has broken open a window shutter and entered a dwelling-house at 1, a.m., and has stolen in the house the sum of £5 10s. These facts bring the case within a certain legal mould or generalization called burglary. That these facts amount to burglary is a conclusion of law. It is essential to the ancient notion of a record that you should state on the face of it this conclusion of law as a premiss to establish the consequence of the judgment and sentence pronounced. Hence the indictment was bad unless the word "*burglariter*" was contained in it. But then, as we have before pointed out, it was also necessary that information should be given to the prisoner as to the nature of the charge against him. This, of course, would not be done by merely informing him that he was charged with burglary, and so the indictment is a mixture of statement of legal conclusions with certain particulars of fact as to time, place, and so forth.

In the case of comparatively simple crimes, such as murder, burglary, larceny, there is no great objection to the present system, though it seems to us of marvellously little use. A point is hardly ever made on the indictment in such cases. The class of cases which we have in our mind in the present remarks, and in which we cannot consider our present system of indictments satisfactory, is that of which *R. v. Aspinall* (24 W. R. 921, L. R. 1 Q. B. D. 730) is a member. The class of cases is one in which the legal offence is of a complicated character, and it is extremely difficult before the facts are ascertained by the verdict of the jury to say what the offence, if any, exactly is. The result of our present system is, as it was in the case of civil pleadings in the old time of special pleading, to cause the pleader in framing an indictment to put the case in a multiplicity of long-winded counts, turning and twisting it into every possible point of view, alleging now this intent now that, in order if possible to put it in some form which may cover the facts ultimately proved to the satisfaction of the jury, and allege some conclusion of law which may form a sufficient legal premiss to support the legal consequence, viz., the sentence.

Is this really necessary or satisfactory? It does not seem to us to be so. The only effect seems to be the waste of a great deal of time, labour, ink, paper, and parchment, together with a considerable chance of a rascal getting off through the means of an astute counsel, and last, but not least, the frequent necessity of considerable straining of words and legal doctrines by the judges to avoid the aforesaid undesirable result, and to bring the offence which they think the aforesaid rascal committed within some of the counts of the indictment. It seems to us that if the new system of pleading is right in principle with regard to civil proceedings, it must also be so with regard to criminal proceedings. The really serious doubt that has often been urged against the system by which pleadings are of facts only, is that it tends to cause the generalizations and forms which are essential to any accurate system of law to become confused and to be lost sight of. We do not say that there is not some such danger which would require to be guarded against by those engaged in working the new system, but we are disposed to think that the source of danger is more applicable to the earlier stage of a nation's life and development. The bonds and traces of special pleading may have been necessary in the immaturity of our law, but the need for them has now gone by. We are disposed to think the same to be true of our present form of indictment.

The true nature of all pleadings appears to us now to be that they should be particulars informing the opposite party what the case going to be set up against

him is, and limiting the scope of the inquiry, not that they should be a strictly accurate statement of the legal premises of which the judgment is the consequence. Putting aside for the moment the point of view from which the indictment is regarded as information to the prisoner of the nature of the charge as to which he is called upon to plead and to defend himself, and looking at it simply so far as it is to be regarded as information to the court of the charge made, and the basis of the judgment upon the record, why is it necessary? Why is not the opening of counsel for the prosecution, stating the facts and explaining what legal offence they constitute, and how and why they constitute it, amply sufficient for the information of the court? With regard to the record of the conviction, we should say that a short minute descriptive of the offence, and referring to the section of the statute, if any, which authorizes the sentence, ought to be made by the judge or some officer of the court. We think also that in all the more serious criminal trials there ought to be some provision for insuring a correct record of the evidence and proceedings. We know several chairmen of quarter sessions who never take a note of the evidence in cases where long terms of penal servitude may be involved. This seems to us positively scandalous. It is very possible that the abolition of indictments would necessitate the modification or abolition of the present system of a preliminary investigation before the grand jury, but we cannot say that this impresses us as being a very strong argument against it.

If upon the trial there were any difficulty in the judge's mind as to the exact nature of the offence, if any, of which the facts showed the accused to have been guilty, the judge ought to leave such questions of fact to the jury as he might consider material, and the judgment should be postponed until after the legal bearings of the findings had been discussed before the Court for Consideration of Crown Cases Reserved. It seems an absurdity to pronounce a criminal sentence while it is yet uncertain whether the prisoner is finally convicted. The substantial difference between what we suggest and the old system would be simply that instead of the judge being assisted in directing the jury to the questions of fact they have to find by the allegations of the written indictment, he must, with such assistance as may be given him by the arguments of counsel on either side, determine for himself, on the facts as laid before him, how to shape the issues with regard to the legal bearings of the case. We do not expect that there would be any very insurmountable difficulty about that.

But then, again, the indictment has to be considered as the charge to which the accused is called upon to plead and as giving him information as to what he is to defend himself against. Now with regard to the first matter, viz., the charge to which the prisoner is called upon to plead, it is obviously necessary that some statement of the charge should be furnished for this purpose, but the fact is that the prisoner never does in reality plead with reference to the exact technical statement of the offence in the indictment. A summary of the indictment, and when there are multifarious counts, as in conspiracy, not even that with regard to all the counts, is read to him. It seems to us that all the purpose would practically be answered by compelling the prosecution to lodge particulars giving a compendious statement of the nature of the offence charged, with such details as to time, place, &c., as should sufficiently identify the offence. A record of these particulars should be preserved, not as setting forth all that according to strict legal statement constituted the offence charged and pleaded to, i.e., the legal premises to the legal consequence, the sentence, but merely as a record of the nature of the charge the prisoner pleaded to. With regard to the function of the indictment in relation to giving information to the prisoner, it is quite clear that indictments are not generally designed to give any information to the accused to enable him to prepare for his trial.

The prosecution is not obliged to serve the indictment on the accused, and, in fact, it is not very often drawn until shortly before the trial. If the accused is undefended by counsel, he knows about as much of the indictment as a child unborn. Counsel for the defence occasionally look at the indictment but it is usually to see if they can discern a flaw in it. In general no information is given to them by the indictment which would not equally well be given by short particulars of the charge such as we have mentioned. If any charge were placed before the judge of which substantial notice had not been given by such particulars, and the counsel for the defence could convince the judge that his defence had really been prejudiced by the want of such notice—e.g., by reason of the absence of witnesses whom he would have called if there had been such notice, or by reason of his being unprepared to argue the case in such point of view—the judge might have a discretion to reject the charge. But when it is considered that the indictment is not usually seen by counsel until after the prisoner has pleaded, it will be seen that the cases cannot really be very frequent in which a defence is prejudiced by want of notice of some particular view of the case which is to be urged as amounting to an offence. The depositions really give all the notice to which the defence is entitled.

We do not profess to elaborate a complete machinery by which all that is really useful and substantial in the existing indictment system might be preserved, while all that is unsubstantial, useless, cumbrous, and conducive to failure of justice should be eliminated; but we think that such a machinery might be found. There is a large mass of unsubstantial and useless formality, with some elements really necessary and useful imbedded in it. We cannot believe that the two are inseparably connected.

REVOCABILITY OF SUBMISSION TO ARBITRATION.

THE case of *Schröder v. Mendl*, tried at the last Guildhall sittings, illustrates once more that curious anomaly of our law by which the agreement to refer matters in dispute to the arbitration of brokers or others, as it usually stands in mercantile contracts, is rendered wholly useless and unavailing unless the parties further insert a few magical words providing that the agreement to refer may be made a rule of court. Although the revocability of such agreements is well known to lawyers it is worth while, at the present moment, for more than one reason, to refer to the existing state of the law on this subject. In the first place, it is only by the recent decision of *Randall v. Thompson* (24 W. R. 837, L. R. 1 Q. B. D. 756) that the principle of revocability has been recognized by the Court of Appeal, which, reversing the decision of the Queen's Bench Division, held that, where an agreement to refer had been revoked, and the non-revoking party nevertheless proceeded to arbitration *ex parte* and brought an action on the award, the defendant could not successfully apply to stay proceedings in the action under the 11th section of the Common Law Procedure Act, 1854. This is, in itself, a noteworthy decision, but further it is of importance to the public to know what is the state of the law founded on decisions which were followed in that case; on which point there seems to be a very widespread ignorance, at any rate amongst laymen. Almost every mercantile contract that is made at the present day contains a provision such as that we are dealing with, and it can hardly be supposed that the parties intentionally make that part of the agreement in such a form that it can be broken at pleasure by either of them. A third reason which may make a discussion of the subject not unreasonable is that, at a time when all procedure is in a state (so to speak) of flux, and changes and reforms are constantly being made, it may be worth while to inquire whether the existing

state of the law on this point is quite consistent with morality or good sense.

The old difficulty, then, which has always stood in the way of arbitration, as distinguished from litigation, is founded on the doctrine that by such an agreement the jurisdiction of the courts is not ousted, and therefore that to an action a decision of arbitrators is no defence. This doctrine (which, it has been said, probably originated in an avidity for jurisdiction at a time when officials were paid by fees) has been considerably modified by late decisions. But there has also been a further difficulty, viz., that either party might at common law revoke his submission to arbitration at any time before the award was made. By 3 & 4 Will. 4, c. 42, s. 39, it was provided that the power and authority of any arbitrator or umpire appointed (*inter alia*) by, or in pursuance of, any submission to reference containing an agreement that such submission shall be made a rule of any of his Majesty's courts of record shall not be revocable by any party to such reference without the leave of the court, which shall be mentioned in such submission, or by leave of a judge." So that if an agreement of reference contains a term that it may be made a rule of court it is irrevocable without leave. But the wording of the statute has been construed strictly so as to exclude from its operation, and leave revocable, any agreement not containing such a stipulation (see *Mills v. Bayley*, 2 H. & C. 36; *In re Rouse and Meier*, 19 W. R. 498, L. R. 6 C. P. 212). These decisions have been recently in principle affirmed in the Court of Appeal in the case of *Randall v. Thompson*, before referred to. Under these circumstances it is surprising that the addition of the few words in question has not become a matter of common form, but the distinction seems to have escaped general notice, and, as a matter of fact, in commercial contracts, though they almost always contain a provision for referring disputes to arbitration, the additional term by which alone it can be rendered effective is scarcely ever inserted. The consequence is that if either party is recalcitrant he can, at any time before the award is made, revoke the agreement and render it nugatory.

It is true that a defendant may sometimes apply, under the 11th section of the Common Law Procedure Act, 1854, to stay proceedings under these circumstances. But though in the judgments in *Randall v. Thompson* some stress was laid on the fact that there the agreement to refer, and the submission, were identical, and a distinction was drawn between that case and a general agreement to refer disputes under a contract, so that sometimes a defendant in an action may possibly resist litigation in this way, it is clear that a plaintiff cannot enforce his rights under the arbitration clause. Thus in *Schröder v. Mendl* the plaintiff, on the defendant's refusal to appoint an arbitrator, appointed his arbitrator to proceed *ex parte*, but as the submission was revoked, the award, though made, was of no avail, and all that the plaintiff took was 30s. nominal damages paid into court for the breach of the agreement to refer.

Mr. William Thomas Shave Daniel, Q.C., judge of county courts at Bradford, Leeds, &c., has accepted the office of President of the Leeds Law Students' Society.

It is stated in *Who's Who* for 1877 that the oldest judge in England is the Right Hon. Sir Fitzroy Kelly, Lord Chief Baron, aged 81; the youngest is Sir Nathaniel Lindley, of the Common Pleas Division, aged 49. The oldest judge in Ireland is Mr. Justice O'Brien, of the Court of Queen's Bench, aged 71; the youngest, the Right Hon. Christopher Palles, LL.D., Lord Chief Baron of the Court of Exchequer, aged 46. The oldest of the Scotch Lords of Session is Robert Macfarlane, Lord Ormisdale, aged 75; the youngest, Alexander Burns Shand, Lord Shand, aged 48.

PARLIAMENTARY AGENCY.*

A COMMITTEE of both Houses of Parliament, presided over by Lord Redesdale, has, during the last session, considered the very important subject of parliamentary agency, especially with reference to the rules which are necessary for securing that the body of gentlemen to whose hands the conduct of the private legislation of the country is committed shall be competent to perform their duties efficiently.

The recommendations of the joint-committee are, concisely, as follows:—

1. The formation of a roll of parliamentary agents, comprising all agents who have promoted private Bills during this or the preceding Parliament, and to be recruited by means of a special examination, to be conducted by examiners appointed by the authorities of the two Houses; such examination to be directed "to their fitness for immediate practice as parliamentary agents."

2. That any barrister, advocate, solicitor, writer to the signet, and also a graduate of any university in the United Kingdom, and any person who shall have passed such a general examination, to be conducted by the Civil Service Commissioners, as shall be directed by the Chairman of Lords Committees and the Speaker, shall be admissible for examination.

3. That any agent may be struck off the rolls by the Lords Chairman and the Speaker for professional misconduct or neglect of rules.

4. That rules be framed in both Houses for the conduct of business, and that one of such rules should prohibit any division of profits between solicitors and agents; or, in other words, should treat as professional misconduct, to be visited by a sentence of dismissal, the transaction of business on agency terms, which is the common custom of the legal profession.

5. That Bills be promoted by parliamentary agents only, but that oppositions to Bills may be conducted either by parliamentary agents or "other persons, whether on the roll or not."

It will be seen that the effect of these regulations is the separation of parliamentary agency from the profession of the law, and its constitution as a separate profession; in other words, the creation of a new and restricted body, holding a precisely similar position to that which the body of proctors formerly held with respect to probate and divorce business. The committee has adopted and recommends the same principle of restricting and sub-dividing professional duties of a legal nature into different sections, which Parliament distinctly negatived when it united the proctors to the general body of solicitors, and the ecclesiastical advocates to the general body of barristers; and on previous occasions when it threw open the Lord Mayor's Court of London to the general body of the profession, when it abolished the excessive privileges of the serjeants-at-law, and when it extinguished the ancient institution of the six clerks in the Court of Chancery.

That this object—the creation of a distinct and narrow body—is intended by the leading members of the committee, is shown by the language of par. 4 of Lord Redesdale's draft report, where he says:—"The committee, considering (*inter alia*) that uniformity of practice is best secured when the practitioners are not too numerous, and can afford to devote themselves exclusively to the duties of their profession, are of opinion that it is not desirable to increase indefinitely the number of parliamentary agents, and that the examination test should be of such a character as to exclude all persons not qualified for actual practice."

Further, a recommendation proposed by Mr. Adam in his evidence, and adopted by Lord Redesdale in his draft report, to the effect that parliamentary agents must reside within half a mile of Parliament, and be in constant personal attendance at their offices, points distinctly to the exclusion of Lincoln's-inn and City firms from the conduct of parliamentary business. It is true that these proposed paragraphs were struck out in settling the report; but notwithstanding this, the actual recommendations are pointed in the same direction; and the evidence of Mr. Adam and Mr. Warner, the two parliamentary

* An abstract of a paper read at the provincial meeting of the Incorporated Law Society by Mr. E. K. Blyth, of London.

officers who are specially attached to Lord Redesdale, show that their feeling in reference to the future arrangements for the appointment of parliamentary agents is not so much to exclude the practitioners who may creep into the business without any legal knowledge, training, or education, as to impose such difficulties as shall, as far as possible, exclude those members of the trained and educated legal profession who consider that parliamentary practice is not beyond the power of an educated lawyer to acquire, and that parliamentary business, which practically lasts about six months of the year, is not so difficult that it may not be combined with other branches of legal practice.

I venture to think that this policy—the narrowing of the body of parliamentary agents—so far from being a benefit to the public, would be a serious injury; and if the business is to be limited to those who devote themselves entirely to it, very serious injury will accrue to the public. The mischief of this is very well put by Mr. Theodore Martin, representing the small body of twenty-two gentlemen who call themselves the Parliamentary Agent's Society, in his evidence (p. 87); and the statement is the more valuable that he did not see the irresistible inference to be drawn from it, but gave it for another and different purpose. He says: "In the pressure of business very important transactions have to be concluded; we are all very much hurried because there are, perhaps, several committees sitting which we have to look after; many of these transactions involve enormous sums; they are very important things; between ourselves, I have known these transactions concluded by mere word of mouth; we say 'so-and-so and so-and-so' is agreed. Now, we have not time to put this in writing. I trust to your seeing it carried out before the committee."

I apprehend that respectable firms of solicitors may be trusted to carry out verbal arrangements equally with the twenty-two gentlemen who, Mr. Martin thinks, are alone trustworthy. But this evidence explains the serious injury to the public of too narrow a body of parliamentary agents. Ten or twelve committees are often sitting at the same time during the busy part of the session, besides the examiners and Standing Order Committees; and it often happens that some of the leading parliamentary agents are each employed in five, six, or seven different rooms at the same time. Counsel are engaged in the same way; and it often happens, entirely from this cause, that business involving enormous sums is transacted or hurried through in the absence of the professional assistance on which a country solicitor is relying, with corresponding injury and anxiety to the parties mainly interested, and to the public.

I now come to the conditions which are requisite for a parliamentary agent; and I cannot do better than take the statement of the very eminent gentleman whom I have mentioned, Mr. Theodore Martin. He considers (p. 120) they are:—

1. That he should be liberally educated.
2. That he should have a general knowledge of law.
3. That he should have the special knowledge required for parliamentary practice.

As regards the first, it is one of the special requisites which the Incorporated Law Society has provided for; nothing need be said as to it. As regards the second, I warmly agree in the high importance of a knowledge of law, and I deem it the great and principal requisite. But I see no method of securing that training and education in the common and statute law of England, which are the great and important part of a parliamentary agent's knowledge, other than a thorough and adequate professional training. It is the great and high importance of this knowledge and training upon which I base my contention, that parliamentary agency is a branch of the great profession of the law, and that the members of that branch ought to attain to it through the same preliminary steps as are prescribed for the practice of all other branches of the law. Those preliminary steps and that preliminary training have been required in the interest of the public, and the public suffers if a due and thorough legal training—not a mere amateur study, but such a study as a professional lawyer is alone likely to undertake—be not made a primary requisite. That training and education can alone be obtained by requiring that parliamentary agents must be lawyers.

The report of the joint committee is very strong on this point. It says (par. 5): "The profession of a parliamentary agent requires an accurate acquaintance with

particular branches of the law, and especially with the practice of Parliament; also a sound knowledge of parliamentary drafting." But the means of securing this "accurate acquaintance with particular branches of law," comprising, in fact, nearly all the chief branches, are singularly inadequate. By par. 10 it is advised that not only lawyers, but any graduate of a university, and any person who shall have passed a civil service examination, may apply to undergo the special examination "directed to ascertain his fitness for immediate practice as parliamentary agent" which Lord Redesdale stated in the House of Lords would be merely in parliamentary practice.

I now come to the third of Mr. Martin's requisites—a knowledge of parliamentary practice—which, in his view, and in that of some other witnesses, and more especially of Mr. Adam, seems to be the all-important requisite, and to be so difficult as to require those who have learned it to be constituted into a separate profession framed on the model of the old proctors. Lord Cairns, in his speech, says of it:—

"I want to know what parliamentary practice really is, and it will be necessary to agree upon some definition of it. But, my lords, there is this objection to such an examination, that any special examination upon only a limited number of subjects must necessarily be considerably smaller and more restricted than examinations in general subjects; and I do maintain that persons who are fit to be on the roll of solicitors, and fit to be called to the bar, are undoubtedly fit to practise as parliamentary agents in your lordships' House or in the other House of Parliament, and they would in a few weeks, or even in a few days, be able to acquire all the special knowledge which it is necessary to obtain in order to promote the passage of private Bills through Parliament."

I will venture to give my own experience on the subject, which fully bears out his lordship's remarks. In the year 1854 I was advised to undertake parliamentary business. I was then a practising solicitor, and had served a part of my articles to a firm which conducted parliamentary business, but I had not previously had any personal practice in parliamentary agency. I decided, after consulting one or two experienced friends, to do so. I very carefully studied the standing orders and "May's Parliamentary Practice," and compiled for my own use out of the somewhat dislocated code a systematic book of practice, with reference to the promotion of private Bills. With that study I undertook the promotion of a private Bill, carried it through in face of a very serious opposition in both Houses, and in doing so I avoided a pitfall of practice which then existed, into which my opponent, the principal partner of one of the three great houses so much praised by the officers of the Houses for their perfect knowledge of their duties, fell; the consequence of his error being that all my opponent's witnesses were excluded from giving evidence before the House of Lords. Whether the result would have been different I do not, of course, know, but my opponent's error of practice led to the inability of his clients to put their case before the committee. I should hardly have thought it well to bring this fact forward but for the very strong language used by the witnesses who gave evidence before the joint-committee as to the errors made by solicitors who undertake parliamentary practice as contrasted with the alleged perfection of the select body of agents in performance of their duties.

It is true that outside the standing orders there is a small quantity of unwritten practice which has to be acquired, consisting chiefly of routine work, as to the particular departments of the two Houses in which Bills and amendments have to be deposited, when and how they are to be printed, when and how they are to be settled, and the House Bills lodged and examined; also the conduct of opposed standing order cases, the memorials relating to which are certainly specimens of special pleading which would have rejoiced the heart of a special pleader of half a century ago. But the whole of this practice is not nearly so difficult as the practice of the Chancery Division of the Supreme Court, and its acquisition would be rendered comparatively easy by the preparation of a small body of rules or some addition to the present standing orders.

There is one branch of the report which treats

of a totally different subject—viz., the division of profits between solicitors and agents, a system which prevails generally between country solicitors and their London agents in ordinary law business. For some reason this is supposed to lead to utter dishonesty and manufacturing of improper and irregular charges. Mr. Adam says that "in his opinion it is one great cause for the degenerate state into which he is afraid parliamentary agency is falling;" and even Mr. Martin indulges in an imputation that an agent who charges on this system "has sacrificed his independence, and will not deal with the proofs of witnesses in the same way as he (the witness) and others who do not participate in profits do." It is strange that such imputations should be made. I never heard the system usual among solicitors, as regards their general business, charged with any such consequences; and, moreover, the illustration given by Mr. Martin—viz., the unnecessary increase of the quantity of evidence for the purpose of increasing cost—is a wrongful act, the inducement for which exists whether the practice of the legal profession be adopted or not. A parliamentary agent, whether he shares fees or not, receives considerable additional charges if a case before committee be protracted over three days which ought to be concluded in two; but I never heard suggestions of wilful, and therefore dishonest, prolongation made against parliamentary agents on this ground. I cannot help expressing my surprise at such imputations being made by them, and my conviction that they are wholly unfounded and unworthy of the very eminent gentleman by whom they were stated to the committee. Cases of malpractice may have taken place with some of the untrained practitioners who now creep in; but with legal firms of eminence such unprincipled conduct is as unknown and impossible as with Mr. Martin's own firm; and the division or non-division of profits does not affect the question.

The real error as regards costs is the existence of two separate sets of costs for the solicitor and the parliamentary agent, by which, in many cases, work is doubly paid for, and the labours of a taxing master increased. Parliament ought to fix a particular remuneration for a particular work—by whomsoever done—and to let that work be charged for in one bill and not two separate bills. It has, in fact, made some provision pointing in that direction, by providing, as to a few of the scale charges, that if the solicitor act as parliamentary agent he should receive for a certain attendance the double fee. Great trouble and confusion are caused by the separation. I have known much time and trouble devoted by Mr. Adam, as taxing master, to the question whether certain work ought to be done by the solicitor or the parliamentary agent, and to treat it as a serious ground of complaint that work was done by one which in the usual course should be done by the other; and even to insist so rigorously on the usual routine, as to require the charges to be transferred from the one bill to the other before he would tax the bills. But this is really a question which it is not within the duty of parliament to interfere with; and, recollecting as I do how very strongly the present Government (in the debates on the Agricultural Holdings Act) insisted on the great importance of upholding the sacred rights of "freedom of contract," I can hardly believe that they will sanction so complete a violation of that rule as to render the private agreements between solicitors and agents a matter of public investigation. I venture to think that if the future admission of agents were restricted to the educated and trained lawyers of the country, and the system of charging placed on a simple and intelligible basis, instead of the duplicated plan which now exists, we should hear no more of such complaints.

I now proceed to sum up the objections which appear to me to exist to the recommendations of the report of the joint-committee.

1. They make no provision that parliamentary agents shall in future be trained and educated lawyers, but they specially propose that any graduate or person who has passed an examination by the Civil Service Commissioners may become a parliamentary agent on passing a special examination in parliamentary practice. This recommendation is made, notwithstanding they had previously reported that "an accurate acquaintance with particular branches of the law" was required. It is surely a serious injury to the public, that, if accurate knowledge of law is required, an authoritative diploma conferring a right to practise shall be granted,

not to trained lawyers, but to gentlemen who have received what Mr. Martin calls "an education more or less legal."

2. It is a serious injury to the legal profession, who have paid the necessary stamps and gone through the special training necessary to acquire the accurate knowledge of law required by the committee, that the most valuable and lucrative branch of professional practice should be intrusted to persons who have not taken the prescribed steps to obtain that culture, but who may have picked up sufficient knowledge to get through the special examination in practice without having performed the conditions which the Legislature has (in the public interest) imposed upon those who wish to become members of an honourable profession. Still more is it an injury that solicitors should be cut off from that direct access to Parliament on behalf of their clients which they formerly possessed.

3. The restriction of the profession of a parliamentary agent to a small body consisting of comparatively few members, is a most serious injury to the public, and will infallibly lead to the members of that body being habitually occupied in several committee rooms at the same time, with a result to the public and the suitors which may often be disastrous.

4. The introduction of a separate examination in parliamentary practice is quite unnecessary and undesirable. The subject is not sufficient to require such machinery. The "accurate acquaintance with particular branches of the law" required by the committee is best attained by the existing means—namely, the legal examination of the Incorporated Law Society—and it is a very simple course to authorize that body to add a division to the existing subjects, which shall comprise an examination in parliamentary practice, and, if necessary, to make a special certificate for that department. Similar provisions might be made as to solicitors in Ireland and Scotland if thought necessary.

5. The power of striking off the roll, proposed by the report, is far too peremptory. For professional misconduct, of course, such a penalty should be duly applied—but judicially, and after a fair hearing—and proper provision should be made for that purpose. But "neglect of rules" is one of those wide phrases which may be seriously misapplied. The accidental omission to deposit an amended Bill in due time before committee is not a fault for which such a penalty should be possible; and the submission for taxation of an unduly large bill of costs (which Mr. Adam thinks—p. 200—should be visited with the same punishment) is surely an extraordinary ground for such a course. Again, the existence of contracts or arrangements between solicitors and agents as to division of profits—which is by par. 16 recommended to be made the subject of a rule (and for breach of which striking off the roll is therefore authorized)—is specially one of those matters for which, even if thought objectionable, an absolute prohibition to practise would be a most improper and excessive punishment.

6. The division of professional charges is one of those subjects which is specially a matter of freedom of contract. Excepting the imputation made by some of the witnesses as to dishonest conduct having arisen from it—which, however, is not supported by any single fact, nor even the quotation of an anonymous instance—this seems a matter which in no way affects the public or the clients. The real amendment wanted is the consolidation of the two scales of charges now authorized, and that amendment would be a benefit to the public generally, as well as to the taxing masters.

In conclusion, I would only say that the main object of the committee—the insuring a thoroughly trained, educated, and competent body of gentlemen as parliamentary agents—is one which I warmly approve; but the recommendations of their report fail to attain the end they have in view, while the means they propose, which confirm and render permanent the exclusion of solicitors, as a body, from direct access to the officers of the House, and interpose a new and narrow profession between them and the promotion of Bills in Parliament, will, if adopted, produce injurious effects both to the legal profession and the public, which strenuous efforts should be made to avert.

It is stated that in the event of no steps being taken by the Bishop of Rochester in the case of the Vicar of Hatcham, application will be made by the complainants in the case to the Court of Arches at an early date to enforce obedience to its order.

DIVIDING COMMISSIONS.

Among other letters which have appeared this week in the *Times* was the following from Messrs. Debenham, Storr, & Sons, of King-street, Covent-garden:—"The five letters on this subject in your impressions of the 26th, 28th, and 29th inst. have all been anonymous. We will ask you to insert a few lines from us in our own names.

"1. There is no doubt that the vast majority of solicitors, accountants, and official liquidators demand, as of right and custom, a share of the commission from the auctioneer to whom they intrust the public sale of the properties they have to deal with in their professional capacities.

"2. There is also no doubt that almost every auctioneer in London—either with or without some qualified form of protest—is content to pay these third parties for the introduction of business.

"We are old enough to remember the brave stand made by the late Mr. Alexander Rainey some thirty years ago, when certain lawyers started this system. Mr. Rainey protested and resisted it. His business as an auctioneer and valuer fell off, and he died, recently, in poverty. Since then efforts have been made by the Society of Auctioneers and others to check the evil, but these have been feeble and not always sincere, and no *esprit de corps* has been established. 'Competition' is the order of the day. New firms, wise in their generation, make large displays of sales, through their readiness to fall in with the views of those professional men who demand their *quid pro quo*. Especially is this the case in regard to bankruptcy business; and it was only last week that we were consulted on the expediency of suing a firm of auctioneers for some few hundred pounds, the proceeds of a chattel sale eight months ago, which should have been paid over a fortnight after the auction.

"The late Sir Robert Peel brought the auctioneers' licence down to £10, and thus introduced all-but 'free trade' into a business which more than most others should be protected from charlatanism and lack of pecuniary resources.

"It is common enough to meet with solicitors who bemoan the small amount their 'charges' come to in comparison with the percentage of the auctioneers. They then seek, as a supplement, some part of the auctioneer's commission, and in most cases they obtain it—indeed, the principle of 'nothing for nothing' runs through almost every branch of our complicated industrial life, and it can scarcely be otherwise at present. 'What allowance do you make me?' is probably the second question asked by most of the B's when they take business to the A's. 'We are but mortal,' was the quaint but significant expression of a firm of accountants to our representative a few days ago, and we could name instances worse than these.

"Before the days of liquidators, when creditors elected two of their own members as the trade assignees of a bankrupt's estate, and official assignees were appointed by the court, there was little or none of this modern and objectionable practice. Each matter was placed (as a rule) in the hands of the man best fitted to perform the duty, and a fair scale of commission was fixed by the Bankruptcy Court both for sales and valuations. Now, the solicitors and liquidators do as they like, and the auctioneer must either 'arrange' with them, or see the business drift elsewhere, while he is vainly lamenting that 'the client suffers,' and that an incompetent or, perhaps, dishonest rival is employed. As regards ordinary auction sales, owners of property of whatever kind will find advantage in first making all proper inquiries themselves, and then personally calling on the firm they select and arranging terms with the principal. We think that all our leading auctioneers would much prefer this direct and simple course to the unpleasant 'haggling' with third parties, whose only object is to gain, in an underhand way, money to which they have no legal or moral title.

"We will only add that our English bar is protected from these encroachments on their fees, first, by the high standard of honour among their members, and then by the rules of the various Inns of Court. We fail, however to see any difference between a solicitor who marked a brief 100 guineas and received back thirty guineas for his own use and a similar proceeding when an auctioneer (whose duties are often most responsible, and involve an infinity of care and labour and long years of experience) stands in the place of a barrister."

Upon this letter Mr. Benjamin E. Lake (Lake, Beaumont, & Lake) wrote to the *Times* as follows:—"Notwithstanding Messrs. Debenham, Storr, & Son's assertion, I do not believe it to be the fact that the vast majority of solicitors receive a share of the auctioneers' commission on the sale of properties placed in their hands for realization. That some solicitors claim it, and that some auctioneers may be weak enough to concede the claim, may, perhaps, be true, though no instance has ever come to my own knowledge, but I refuse to believe that any high-minded solicitor would stoop to such a practice. Nor, although some auctioneers' advertisements proclaim their readiness to conduct sales on mutually advantageous terms, do I find that such advertisements emanate from well-known firms.

"The division of brokers' commission appears to be more common. The practice seems to have originated with tankers and to have spread to solicitors, who probably did not at the time sufficiently consider the abuses to which such a practice is liable and the extent to which it might be carried.

"The practice appears to me to be in both cases wholly indefensible, and to reduce the honourable profession of a solicitor to the level of a mere commission agent. By what possible argument can a division of commission between a solicitor and an auctioneer or a broker be excused which would not equally justify a similar arrangement between a consulting physician and the doctor by whom he was called in, or between a barrister and the solicitor by whom he was retained? And what answer can a solicitor who has compelled an auctioneer or broker to divide with him the commission earned by services with which he, as a solicitor, has nothing whatever to do, make to the demand by the auctioneer or broker to participate in the profits of business brought to the solicitor on his introduction?

"The practice is necessarily injurious to the client, for brokers and auctioneers of the first rank will not submit to the imposition, and the solicitor is tempted to employ others of less high character who will. Not only does the client suffer by his business being transacted by inferior agents, but it is at least probable that the solicitor will not scrutinize too narrowly the scale of charge or rate of commission in which he is himself to share. It may be said that in the case of brokers whose rate of commission is fixed this objection does not apply. The rate is, however, not in all cases well known, and there are other things besides the commission to be considered on the sale of stock in which the interests of the broker and the client are not identical.

"Lastly, the practice is illegal, and any solicitor who has received any share in the broker's or auctioneer's commission, without his client's knowledge or sanction, has received it to his client's use, and may be compelled to account for it. It is the solicitor's duty to have his client's business transacted on the most advantageous terms, and if it can be, and is, done on less than the usual scale, the client, and not the solicitor, must reap the benefit. If, therefore, the practice be as general as it is asserted to be, the remedy in the client's hands is tolerably simple.

"There is no parallel between this practice and the well-established and recognized usage by which London solicitors acting as agents divide their charges with their country clients. That usage rather resembles that by which barristers hold briefs or settle drafts for one another on an arrangement for division of fees, and is adopted for the mutual convenience of solicitors, each of whom could perform the work himself, but one of whom finds it more advantageous to his client and himself to intrust it to the other. In this case, moreover, charges for communications between the two solicitors are only made or allowed in very special cases, while in the practice on which I am animadverting, the solicitor, I presume, charges, and is paid for his instructions to and attendances upon the broker and auctioneer in the same way as if he had, as he ought to have, no share whatever in their remuneration. Moreover, in the one case the arrangement is acknowledged and sanctioned; but will any solicitor assert that his client is aware that he is to divide the auctioneer's or broker's commission and approves his doing so?

"I do not for a moment believe that the practice is at all so general as is alleged. If it be, the sooner it be recognized as indefensible, illegal, and unprofessional the better."

Mr. R. P. Harding (of the firm of Harding, Whinney,

& Co.) also wrote:—"I am unwilling to rest under the imputation conveyed by the statement of Messrs. Debenham, Storr, & Sons that 'accountants and official liquidators demand a share of the commission from auctioneers to whom they intrust' business."

"During a professional career of thirty years I have constantly acted as assignee, trustee, and official liquidator, and have had the realization and administration of assets amounting to millions, but I have never once received from broker, auctioneer, or other person any percentage, commission, or douceur, either directly or indirectly."

"I do not consider that any agent has the right to use 'competition' as a means to his own benefit, and, entertaining a strong opinion that 'the labourer is worthy of his hire,' I am not content to retain only 'half a loaf' when the whole one is my due and has been properly and fairly earned."

The committee of the Estate Exchange have passed the resolutions contained in the following letter sent to the *Times* by the secretary:—"At a special meeting of the committee of the Estate Exchange held to-day, for the purpose of considering the recent correspondence in the *Times* upon this subject, the following resolutions were unanimously passed:—

"1. 'That the allegations contained in the letter of Messrs. Debenham, Storr, & Sons of the 30th of December last are unjustifiable, and that the practice of dividing commissions is (to use the words of your correspondent, Mr. B. G. Lake) 'indefensible, illegal, and unprofessional'; the committee also express their strong condemnation of such practice, and consider it derogatory to the character and standing of all parties concerned."

"2. 'That steps be taken forthwith to make it a rule of the Estate Exchange that any member who shall divide commission with solicitors, accountants, and liquidators shall cease to be a member."

"3. 'That a copy of the foregoing resolutions be sent to Sir E. Beckett, Bart., and that he be asked to suggest to the committee what steps should be taken to carry into effect the views expressed in his letter to the *Times* of this day."

"4. 'That copies of the above resolutions be sent to the *Times* and to the secretary of the Incorporated Law Society."

"Committee:—Mr. J. Clutton, chairman; Messrs. W. J. Bendl, E. H. Bousfield, V. Buckland, T. C. Clarke, E. N. Clifton, R. G. Clutton, C. Davenport, J. Dent, R. C. Driver, Alderman Ellis, Edwin Fox, F. T. Galsworthy, Samuel Green, T. Horsey, J. Horwood, H. E. Murrell, J. Oakley, R. Reid, E. Rushworth, P. St. Quintin, A. O. Sedgwick, E. Tewson, G. Trist, P. D. Tuckett, F. Vigers, & Vigers, and D. Watney."

Obituary.

MR. JOSEPH LEECH.

Mr. Joseph Leech, solicitor and parliamentary agent, of Moorgate-street, and Old Palace-yard, Westminster, died at his residence, Elmstead, Streatham, on the 26th ult., after a short illness, at the age of seventy-four. Mr. Leech was born in 1802, and was admitted a solicitor in 1840, and he soon afterwards went into partnership with Mr. David Morice Johnston, and with Mr. Thomas Farquhar, the late chairman of the Crystal Palace Company; and since the death of these gentlemen he had carried on business in conjunction with his son, Mr. William Leech (who was admitted in 1866), the name of Johnston, Farquhar, & Leech being still retained by the firm. He had for many years the superintendence of the legal business of the Great Northern Railway Company, and his firm were also formerly solicitors to the North of England Life Insurance Company, the Neptune Marine Insurance Company, and the Union Bank of London. Mr. Leech was a man of indefatigable industry and great legal knowledge, and the soundness of his judgment was of great service to the important public bodies who relied upon his advice. His death was somewhat sudden. He was attacked with paralysis at his office at Palace-yard, and though able to be removed to his house at Streatham, he never rallied, but lived only a few days. Mr. Leech leaves a widow and a large family.

Appointments, &c.

Mr. HENRY CHILD BEDDOE, solicitor, of Hereford, has been unanimously elected County Treasurer for Herefordshire, in the place of the late Mr. Francis Lewis Bodenhams. Mr. Beddoe was admitted a solicitor in 1847, and is also secretary to the Bishop of Hereford, deputy-registrar of the diocese, and registrar of the Arch-deaconries of Hereford and Salop.

Mr. JOHN CHRISTOPHER BULL, solicitor, of Oswestry, has been elected Clerk to the new Oswestry School Board.

Mr. JOHN CAMDEN HAYWARD, solicitor (of the firm of Haywards, Keele, & Swan), of 5, Frederick's-place, Old Jewry, and of Dartford, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature in England.

Mr. ARTHUR HOBHOUSE, Q.C., has been created a Knight Commander of the Order of the Star of India. Sir Arthur Hobhouse is the youngest son of the Right Hon. Henry Hobhouse, many years Under-Secretary of State for the Home Department. He was born in 1819, and was educated at Eton, and at Balliol College, Oxford, where he graduated first class in classics in 1840. He was called to the bar at Lincoln's-inn in Easter Term, 1845, and practised as an equity draftsman and conveyancer. He became a Queen's Counsel in 1862, and afterwards practised in the Rolls Court. He was appointed a Charity Commissioner in 1866, and an Endowed Schools Commissioner in 1869. In 1873 he became legal member of the Council of the Governor-General of India, and his term of office expires in a few weeks. Sir A. Hobhouse is a bencher of Lincoln's-inn, and Vice-Chancellor of the University of Calcutta.

Mr. CHARLES ISAACSON, solicitor, of 40, Norfolk-street, has been appointed Clerk to the Special Sessions and Licensing Justices for the Strand Division of Middlesex, to act jointly with his father, Mr. John Frederick Isaacson. Mr. C. Isaacson was admitted a solicitor in 1871.

Mr. HENRY MICHELMORE, solicitor (of the firm of Hooper & Michelmores), of Newton Abbot, has been appointed a Perpetual Commissioner for Devonshire for taking the Acknowledgments of Deeds by Married Women.

Mr. CHARLES EDWARD MORRIS, solicitor (of the firm of Morris & Morris), of Carmarthen (at present Under-Sheriff for Carmarthenshire), has been appointed a Perpetual Commissioner to take the Acknowledgments of Married Women for Carmarthenshire and for the County of the Borough of Carmarthen.

Mr. CHARLES EDWARD PALMER, solicitor, of Doncaster, has been elected Clerk to the County Magistrates at that place.

Mr. JAMES FITZJAMES STEPHEN, Q.C., has been created a Knight Commander of the Order of the Star of India. Sir J. F. Stephen is the eldest son of the Right Hon. Sir James Stephen, K.C.B., Professor of Modern History in the University of Cambridge. He was born in 1829, and was educated at Trinity College, Cambridge, where he graduated B.A. in 1854. He also graduated LL.B. (in honours) at the University of London in 1854. He was called to the bar at the Inner Temple in Hilary Term, 1854, and is a member of the Midland Circuit. He was for several years recorder of Newark, and from 1869 till 1872 he was legal member of the Council of the Governor-General of India, in which capacity he prepared and passed the Indian Contract and Evidence Acts, the Revised Code of Criminal Procedure, and other important measures. Sir J. F. Stephen unsuccessfully contested Harwich in the Liberal interest in 1865, and Dundee in 1873. He is professor of common law at the Inns of Court, one of the standing counsel to the University of Cambridge, and a bencher of the Inner Temple.

Mr. WHITLEY STOKES, barrister, LL.D., has been created a Companion of the Order of the Star of India. Mr. Stokes was educated at Trinity College, Dublin, and was called to the Irish bar in 1853. He was also called to the bar at the Inner Temple in Michaelmas Term, 1855, and he formerly practised as an equity draftsman and conveyancer.

He has been for several years secretary to the Government of India in the Legislative Department, and he has been recently appointed to succeed Sir Arthur Hobhouse as legal member of the Council of the Governor-General of India.

Societies.

LAW ASSOCIATION.

The usual monthly meeting of the directors was held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 4th inst., the following being present, viz., Mr. Telly (chairman), and Messrs. Carpenter, Collison, Cronin, Kelly, Masterman, Nisbet, Parkin, Scadding, Styan, and Boodle (secretary). A grant of £60 was made to the widow of a deceased member; an announcement of the death of Mr. Park Nelson, one of the treasurers, was made, and a resolution expressive of the loss which the association has sustained by this lamentable event was passed unanimously; and the ordinary general business was transacted.

UNITED LAW STUDENTS' SOCIETY.

The following is the report of the committee for the year 1876:—

To the Members of the United Law Students' Society. Gentlemen,—In presenting their report for the closing year your committee are glad to be able to congratulate the society on its increased prosperity and extended influence. The society's financial position is highly satisfactory, as will appear from the treasurer's report, and the number of members has been largely augmented.

Seventy new members have been added to our roll since January last; an analysis of the list shows that of this number six are barristers, nine are solicitors, fourteen are bar students, forty are articled clerks, and one is a gentleman who, though eligible under the rules for election, is not at present connected with either branch of the profession. Your committee regard these figures as affording the best evidence of the success of their efforts to bring together members of both branches of the profession for the purposes of the instruction and improvement which the society affords.

The society has held during the year thirty-seven weekly meetings, which have been well attended, the average attendance being twenty-four, but your committee would gladly see this average largely increased, and they therefore desire to impress upon members the importance of a regular or frequent attendance at the debates of the society as your committee are convinced that members will derive much benefit and intellectual pleasure therefrom, and as the success of the society in a great measure depends upon the support it receives by the presence of its members at the meetings.

During the year the society has discussed, in addition to many legal subjects almost every question that has engaged the attention of the public, including questions on the assimilation of the law of personal and real property in cases of intestacy, the system of unpaid magistracy, the constitution of the final court of appeal, the office of coroner, the principle of Mr. Macdonald's Bill for rendering masters liable for the negligent Acts of their servants causing injury to fellow-servants, the Bankruptcy Act, the present law as to suicide, the proper treatment of habitual drunkards, the opening of the learned professions to women and the Eastern Question. The selected subjects have in almost every instance evoked much difference of opinion and given rise to very instructive and animated debates.

The annual inaugural meeting of the society took place at Clement's-inn Hall on Monday, the 12th of January last, under the presidency of Sir William Vernon Harcourt, Q.C., M.P., who was supported by Sir Frederick Pollock, Bart., Mr. Montague Cookson, Q.C., the honorary standing counsel of the society, Mr. W. Gordon, M.P., Professor Sheldon Amos, and other gentlemen. The meeting was largely attended, and the objects and aims of the society were warmly commended by the learned president and his supporters, who offered advice of much value and importance to the members of the society.

On the 22nd of March, at one of the society's weekly

meetings, Mr. F. T. Bircham, a former president, and one of the Council of the Incorporated Law Society, took the chair. The subject discussed on this occasion was the principle of Mr. Norwood's Bill on the remuneration and responsibility of barristers, which was, before the House of Commons, and then after an exhaustive discussion, a resolution in favour of the principle of the Bill was carried by a large majority.

The society's annual dinner took place at the Criterion, on the 19th of July; the chair was taken by Mr. J. T. Davies, a member of your committee, and the dinner was a success in every respect.

The legal correspondence department of the society has met with continued success, and, as its secretary presents a separate report, your committee need do no more than recommend this department to all the members of the society who are not already members of the department as an effective and important means of acquiring legal educational improvement.

Your committee have great pleasure in reporting that the general correspondence department, which was started in the early part of the year, has met with a success that justifies the expectations of its projectors and supporters. The secretary of this department also presents a separate report.

The number of societies in union with this society has, during the year, considerably increased, and this fact is, in the opinion of your committee, an evidence of the continuance and growth of the influence of our society among law students in the country. A separate report is presented by Mr. Round, hon. secretary, for the societies in union.

Your committee regret that the society has lost in Mr. Round, who has left London to reside in Southampton, the energetic and indefatigable secretary of this department, whose exertions have largely conduced to its success.

The "Davis Prize" given annually for the best essay on an appointed subject, was this year awarded to Mr. E. C. Rawlings, the subject selected being, "The Best System of Land Transfer."

Your committee notice with pleasure that several members of the society have, during the year, distinguished themselves in various public examinations. Mr. Kershaw, a student of the Middle Temple, gained a studentship of the value of 100 guineas given by that Inn; Mr. T. S. Verity was awarded the prize of the Honourable Society of New-inn; Mr. Charles E. Beal, one of the prizes of the Incorporated Law Society; and Messrs. E. W. Burrows and Oliver B. Jones, B.A., certificates of merit at the final examinations of the Incorporated Law Society at which they were respectively examined; Messrs. C. E. Ellis and W. Shirley Shirley each obtained the degree of B.A., and Mr. E. Dean that of LL.B.*

During the year a suggestion has been made for the establishment of a law library and a reading-room in connection with the society. Your committee cannot too highly commend the suggestion, and they trust that before long the society will be enabled to form a library which will be worthy of the society, and of practical use to its members. The establishment of a reading-room is a matter which, in the opinion of your committee, requires consideration, but they see no reason why a valuable and useful library should not be provided if the members of the society and the profession generally are disposed to assist in furthering so good an object.

Your committee in conclusion sincerely hope that the society will for many years continue its course of prosperity and usefulness.

Signed on behalf of the committee,

J. S. RUBINSTEIN, Hon. Sec.

Clement's-inn Hall, Dec. 20.

We are requested to announce that Messrs. Sandom & Kersey, solicitors, of 52, Gracechurch-street, E.C., and Deptford, have taken into partnership Mr. W. F. Knight, who for several years past has been their managing and confidential clerk. The style of the new firm will be Sandom, Kersey, & Knight.

* Since this report was presented the honour list of the Incorporated Law Society for the final examination held in November last has been issued, in which appear the names of two members, Mr. W. T. Rogers, who was awarded the prize of the Honourable Society of Clement's-inn, and W. Percy Pain, one of the prizes of the Incorporated Law Society.

Courts.

THE RAILWAY COMMISSION.*

Dec. 1, 12, 1876.—*Thomas v. North Staffordshire Railway Company.*

Damageable goods traffic—Delivery at particular station—Station accommodation—Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31), s. 2.

A railway company refused to deliver damageable traffic consigned to T. at the T. station on the loop line, but delivered such traffic at L. on their main line, one mile and a half from T., they having made L. their general goods station for the T. district. The T. station was used exclusively for passenger and mineral traffic, and it was proved that, unless the station was enlarged, the general goods traffic could not be received there; and that, except by agreement, additional land could not now be acquired by the railway company until they had been to Parliament for fresh powers for the purpose.

Held, that, as the railway company had proved that at present it was not within their power to accommodate damageable traffic at T. station, no order would be made.

The common law obligation on railway companies, as land carriers, to carry only such goods and between such places as they publicly profess to carry, has been extended by the Railway and Canal Traffic Act, 1854, and other statutes.

Semble, that the Railway and Canal Traffic Act, 1854, s. 2, puts every railway company under the same obligation as a common carrier would put himself under who might profess or undertake to carry in accordance with its provisions, one of which requires every railway company, according to its powers, to afford all reasonable facilities for receiving, forwarding, and delivery of traffic upon and from its railway.

Questions as to how far a sender of goods may require delivery at any station he may appoint, or as to how far a railway company is liable to carry goods of every kind or for all persons alike, are to be determined in each case, not with reference to what a railway company may choose to do, or may ordinarily do, but with reference to what may be within its powers, and, at the same time, a reasonable requirement.

This was an application by J. Thomas, a potato merchant at Tunstall, in Staffordshire, against the North Staffordshire Railway Company for an order enjoining them to carry his traffic to Tunstall Station. The railway company alleged that at Tunstall Station, which was situated on a loop-line, there was no accommodation for dealing with damageable traffic like the applicant's, that station being used and adapted for passenger and mineral traffic only; but that at Longport Station, one mile from Tunstall, they had established a general goods station, with a warehouse for the reception of damageable goods; and, further, that they had no power to acquire more land at Tunstall Station, except by buying from private owners at an inordinate rate, their parliamentary powers having ceased.

The applicant appeared in person.

Bosanquet and W. H. Macnamara, for the railway company.—No trader had a right to dictate to a railway company what class of goods they should receive or deliver at particular points. It was a matter which was entirely for the railway company to judge of themselves. The Railway Clauses Consolidation Act, 1845 (8 Vict. c. 20), s. 86, under which railway companies became carriers of goods, was permissive only. It was decided in *Johnson v. Midland Railway Company* (4 Ex. 367), that a railway company who, under that Act elected to carry goods, were subject to no greater liability than attaches to a carrier at common law, and therefore that such a company was not bound to carry every description of goods, and between all places on their line, but only such goods, and to and from such places, as they had publicly professed to carry, and had convenience for carrying. In *Oxlade v. North-Eastern Railway Company* (No. 2), (15 C. B. N. S. 680, 1 Nev. & Mac. 163), it was decided that there was no obligation on a railway company, either at common law, or under the Railway and Canal Traffic Act, 1854, to carry goods otherwise than according to their profession.

The COMMISSIONERS.—This is an application for an injunction against the North Staffordshire Railway Company for refusing to deliver potatoes and such like traffic to the complainant at the Tunstall Station on their loop-line. The answer of the company is that Tunstall is not a goods station for damageable traffic, and has no accom-

modation for the delivery or reception of goods generally, and that Longport, on their main line, one mile and a half distant, is their general goods station for Tunstall.

The loop-line station is more convenient for Tunstall by nearness and accessibility than the station at Longport, but it has a very short length of sidings, and no goods shed or warehouse room, and the only goods which the company undertake to deliver or receive at it are coals, bricks, ironstone, and pig iron; other station-to-station and all carted Tunstall traffic, being dealt with at Longport Station.

It was part of the defence made for the company that they were entitled on common law principles to put such restrictions as they pleased on their occupation as carriers by railway, and it was contended by their counsel that the duties of railway companies were not more extensive than those of other land carriers, and that a railway company had the right of a common carrier to refuse to carry goods, or any particular kind of goods, to places to which the company was not in the habit of carrying, or to carry otherwise than in accordance with such conditions as it might hold out to the public. But there are several Acts which have extended the duties of railway companies beyond those of common carriers, and amongst them is the Traffic Act of 1854, which seems to us to put every railway company under the same obligations as a common carrier would put himself under who might profess or undertake to carry in accordance with its provisions, and which requires every railway company, according to its powers, to afford all reasonable facilities for the receiving, forwarding, and delivering of traffic upon and from its railways. Questions, therefore, as to how far a sender of goods may require delivery at any station he may appoint, or as to how far a company is liable to carry goods of every kind or for all persons alike, should, we think, be determined in each case, not with reference to what a railway company may choose to do or may ordinarily do, but with reference to what may be within its powers, and is, at the same time, a reasonable requirement.

In this case the loop-line station at Tunstall is a passenger station, and, to the extent of its accommodation, a receiving and forwarding station for goods. In practice its traffic other than passenger traffic is confined to a few articles in the mineral class, for the reason that if it embraced articles in every class, the existing siding accommodation would be overcrowded, and the running of the passenger trains, which are very numerous, interfered with. The complainant did not deny this, and said he would be content if he could have delivery at Tunstall when he had not less than a full truck load sent to him, and he alleged that not only was there available space in the station-yard at Tunstall for his being granted this facility, but that the similar traffic of other persons was thus favoured.

The charge of undue preference was not proved, but as in our opinion the complainant ought not, if it can be avoided, to be put to the expense of carting or employing the company to cart for him from Longport, we should consider that if he was right about the capabilities of the station at Tunstall, he would make out a sufficient case for relief. But an order as to his traffic would by necessary implication apply to all other traffic similarly sent, meaning such as is invoiced at station-to-station rates, and Tunstall being a large place, the quantity of this other traffic would probably also be large, and the evidence of the company's general manager, and of their traffic manager was to the effect that, unless the station was enlarged, it could not deal with more traffic than it did already, and that, except by agreement, additional land could not now be acquired by the company until they had been to Parliament for fresh powers for the purpose. These witnesses stated that the existing sidings would hold, all full, 100 wagons, and, allowing space for shunting and working, half that number, and that business in the single mineral class was equal already to thirty or forty wagons daily inwards and was on the increase. As this evidence was not disproved, it would appear that it is not at present within the powers of the company to accommodate at their Loop Line Tunstall Station the complainants Tunstall traffic, and we shall not grant his application; but there will be no costs.

Solicitors for the defendants, *Burchells*.

* Reported by W. H. MACNAMARA, Esq., Barrister-at-Law.

Legal News.

Vice-Chancellor Hall, in giving judgment in the case of the benchers of Gray's-inn against Dr. Kenealy, allowed Dr. Kenealy until Monday last to appeal against his order. It is stated that on that day some people collected in Gray's-inn in expectation of a scene. In this expectation, however, they were disappointed, for after some little time one or two took the trouble to make inquiries, and then received the information that Dr. Kenealy had, several weeks since, peaceably handed the key of his chambers to the steward, and had taken his final leave of Gray's-inn.

On Tuesday and Wednesday, the City of London police were entertained, the arrangements being made by a committee of which Mr. Alfred de Rothschild, Mr. Edwin Freshfield, and the Rev. W. Rogers are treasurers. On Tuesday evening Mr. Freshfield related some of his reminiscences, as one of the solicitors to the Bank of England, in connection with the capture, by skilled members of the City of London police, of noted criminals, singling out, for especial commendation, Sergeant Webb, who, he said, was one of the pleasantest and most discreet men he ever knew, and next to him Superintendent Foster.

Mr. Octavius Leefe, of 60, Lincoln's-inn-fields, writes to the *Times*:—"Suitors in the Court of Chancery have not unfrequently found that in the end they have got their fingers burnt, but I much doubt if they have ever contemplated the risk they run of having their title deeds destroyed by fire. Among the busy throng who daily pass up and down Chancery-lane few probably know, and fewer still recollect, that in the dingy building on the western side, known as the Record and Writ Clerk's Office, are deposited for 'safe custody,' as it is called, the title deeds of estates representing an enormous and unknown value. These are the property of the suitors, whose interests are so insufficiently provided for that I venture to affirm, if fire broke out in this building, it and its contents would probably perish together. Neither the building nor the chambers in which the deeds are deposited have the slightest pretension to be considered fire-proof, and beyond the boxes (some of tin, but more often of wood) containing the deeds there appears to be no protection at all. If I were myself a suitor, I should strenuously object to any order of court by which any deeds or papers of mine were consigned to this most insecure place of deposit. They would be far safer in the hands of one of the London banks, all of which, I believe, possess fire-proof vaults; or the Incorporated Law Society, whose building in Chancery-lane contains spacious underground chambers both fire-proof and dry, might well be intrusted with the safe custody of the muniments of the suitors. As matters at present stand, one trembles at contemplating the consequences which might follow from a fire in this building; and I am doing, I believe, good service to the suitors and their advisers in calling their attention to an evil which may be now remedied, before a catastrophe makes it impossible."

Law Students' Journal.

COUNCIL OF LEGAL EDUCATION.

HILARY EDUCATIONAL TERM, 1877.

Prospectus of the Lectures of the Professors.

The Professor of Jurisprudence and Roman Civil Law will, during the ensuing educational term, deliver a course of about twelve public lectures on Constitutional Law and Legal History.

First lecture on this subject will be delivered on Tuesday, the 23rd of January, 1877, at 11 a.m.

The subsequent lectures on this subject will be delivered on Tuesdays and Wednesdays at the same hour.

EQUITY.

The Professor of Equity will deliver, during the ensuing educational term, fourteen lectures on Equity as applied

(1) To Partnerships and Partnership Accounts, (2) To the Raising of Portions or other Charges on Land.

The first lecture on this subject will be delivered on Friday, the 12th of January, 1877, at 4.15 p.m., and the subsequent lectures at the same hour on Wednesdays and Fridays during the term.

LAW OF REAL AND PERSONAL PROPERTY.

The Professor of the Law of Real and Personal Property will deliver, during the ensuing educational term, twelve public lectures on the following subject:—On Prescriptive Rights, including Rights of Common.

First lecture on this subject will be delivered on Saturday, the 13th of January, 1877, at 3.15 p.m.

The subsequent lectures on this subject will be delivered on Tuesdays at 4.15 p.m., and on Saturdays at 3.15 p.m.

COMMON LAW.

The Professor of the Common Law will deliver, during the ensuing educational term, twelve public lectures on Criminal Law.

First lecture on this subject will be delivered on Monday, the 15th of January, 1877, at 4.15 p.m.

The subsequent lectures will be delivered on Mondays and Thursdays at the same hour.

Note.—In December, 1877, there will be four examinations, one in the subject of the lectures given by each professor, open (subject as hereinafter mentioned) to all students who have during the year attended the lectures of any of the professors, but no student will be admitted to the examination in the subjects of the lectures of any professor unless he shall have attended at least two-thirds of the lectures given during the year by such professor. No student will be admitted to more than two examinations; and no student who shall have obtained a studentship will be admitted to any such examination.

After the examinations the following prizes will, on the recommendation of the committee, be given (that is to say):—

To the students who shall have passed the best examination in the subjects of the lectures of each professor, first prize, £50; second prize, £25; third prize, £15; fourth prize, £10; and a first and second prize of £70 and £30 respectively, to the students who obtain the greatest aggregate number of marks in the examination in the subjects of the lectures given by any two of the professors.

No student will be entitled to more than one prize, but a student will receive the prize of the highest value to which he shall appear to be entitled.

The committee will not be obliged to recommend any of the above prizes to be awarded, if the result of the examination be such as, in their opinion, will not justify such recommendation.

Any further information required by students may be obtained on application to the clerk of the council, Lincoln's-inn Hall.

By Order of the Council,

(Signed) B. SPENCER FOLLETT,

Chairman, *pro tem.*

Council Chamber, Lincoln's-inn, Dec. 21.

INNS OF COURT.

MIDDLE TEMPLE.

As an encouragement to the students of this Inn, the benchers have, in addition to the studentships and prizes awarded by the Council of Legal Education, recently established eight scholarships—four of fifty guineas each, and four of 100 guineas each—the competitors being the students of the Middle Temple. The examination for the four fifty guineas' scholarships of this year is to be held on the 1st of February next, and for the four 100 guineas' scholarships on the 19th of June, 1877. The following is the syllabus for the subjects of the examination on the 1st of February next—viz.: International Law and Constitutional Law.—Examiner, Mr. John Hosack. Subjects for examination—(1) Domicile; (2) Marriage; (3) The Constitutional History of England, down to and inclusive of the reign of King John. Common Law.—Examiner, Mr. Samuel Prentice, Q.C. Subjects for examination—(1) Contracts; (2) Indictable offences against the person. Equity.—Examiner, Mr. William Speed. Subjects for examination—(1) Administration; (2) Trusts; (3) The Judicature Acts, so far as they relate to or affect administrations and trusts. Real and

Personal Property.—Examiner, Mr. Henry Fox Bristowe, Q.C. Subjects for examination—(1) Estates and interests in, and contracts, conveyances, and assurances relating to real property; (2) The testamentary disposition of personal property; (3) The Statute of Frauds as affecting real and personal property.

CAPTURE OF ENEMY'S GOODS ON THE HIGH SEAS.

Mr. Ross, of Bladensburg, in a paper read before the Social Science Association on the 18th ult., said:—

The most obvious device for a nation weak at sea, and still who cannot exist without its trade, when at war with a powerful maritime antagonist is plainly to obtain a sanction that its property will not be touched when conveyed across the sea in a neutral vessel; for then, although at war, it can trade as if at peace, it can protect a great portion of its resources from the ravages of a foe, and confine the theatre of operations to land, where it may be strong, instead of the struggle being fought on the sea, where it is weak. Military nations have sought to extract this sanction from England, but never has it been given, until quite recently. Frederick the Great first tried to make us agree to it; Catherine II. of Russia followed, and hoped to succeed, when, backed by an armed force, she confronted Great Britain, in 1780, all but overwhelmed by numerous enemies; her successor, Paul, attempted the same thing; Napoleon also aimed at obtaining the concession, and the assembled nations in congress have tried to get by peace that which they could not extort by war. In every attempt they failed; nothing could shake the resolution of Great Britain on this point; neither prosperity nor adversity, neither peace nor war, were able to move her nor to change the opinions of those statesmen who guided, up to 1815, the fate of this nation. But in 1854, on the eve of a war, the English and French simultaneously consented to waive a portion of their natural belligerent rights, and to allow that "free ships" should constitute "free goods," and at the Congress of Paris in 1856, at the end of the war, in which we were victorious, the plenipotentiaries there assembled drew up a document, thenceforward known as the Declaration of Paris, the first two articles of which are—

1. Privateering is, and remains, abolished.
2. The neutral flag covers enemy's goods, except contraband of war.

In examining whether it is a law of nature, distinct from all limitations of treaty, that a belligerent has the right to capture enemy's goods under a neutral flag, and therefore whether this declaration is an invasion of that law, I would first refer to a judgment of Lord Stowell, to show what that celebrated judge considered should be the spirit in which this question of maritime rights should be regarded.

"In forming my judgments, I trust it has not for one moment escaped my anxious recollection that the duty of my station calls me to consider myself not as stationed here to deliver occasional and shifting opinions, to serve present purposes of particular national interest, but to administer with indifference that justice which the laws of nations hold out without distinction to independent States, some happening to be neutral, and some belligerent. The seat of judicial authority is indeed locally here in the belligerent country, according to the known law and practice of nations, but the law itself has no locality. It is the duty of the person who sits here, to determine the question exactly as he would determine it if sitting at Stockholm, to assert no pretensions on the part of Great Britain which he would not allow to Sweden in the same circumstances, and to impose no duties on Sweden as a neutral country which he would not admit to belong to Great Britain in the same character."

In fact, it is by the light of the law of nations alone—that immutable and eternal expression of the justice which should regulate the conduct of nations one to the other—that this question must be viewed.

If war be admissible, it is very plain that a belligerent cannot permit his adversary to be protected by any third party under the pretext of neutrality; it is also clear that protection is extended when the enemy's trade is covered from attack. On the other hand, the neutral claims that, as he is at peace, his commerce cannot be injured, and hence arises an apparent clash of rights which has to be settled. The principle then which solves this is that the hostile

cargo is a good prize, but that the neutral carrier is to be in no way injured; he is paid his freight (Bynkershoek, however, objects to this payment because it was not earned), and is as well off as if he had performed his journey without being captured. The *Consolato del Mare* based its law upon this principle—

"If the captured vessel is neutral property, and the cargo the property of the enemy, the captain may compel the merchant vessel to carry the enemy's cargo to a place of safety, where the prize may be secure from all danger of re-capture, paying to the vessel the whole freight which she would have earned at her delivering port."*

The rights of the neutral are respected, only he may not shield the enemy from a blow, and the rule is equitable. Losses which may arise from delays, or from other causes, cannot be allowed to interfere with this principle; war entails a number of inconveniences to neutrals which cannot be avoided. The blockade of a town may ruin men who have had nothing to say to the quarrel which brought it about; and the passage of armies and the block in the lines of railway may put an end to a flourishing trade which affects neutrals alone; and yet they can have no redress; because they must not interfere with two nations who are at war, and who are therefore engaged—not in fighting out a trivial difference—but in defending their existence at the price of blood.

The only argument which could ever be brought up to prove that enemy's goods could not be removed from the holds of neutral vessels, is that a ship is a portion of the territory of that country whose flag she bears, and that hostile property cannot be seized when lying within the boundaries of neutral territory. Now, if this were so, it would prove nothing in their favour, for, as Mr. Ward puts it in his treatise on "Maritime Law," the right of capture is not founded on "any distinction which is made between a nation's sovereignty within the planks of its ships and the shores of its territory, but in the simple circumstance that, from their power of moving over the face of the globe, the goods of enemies in neutral ships are called forth into action, may be used directly to the annoyance of the other belligerent, and at the very least are working, while in the course of trade, the direct advantage of those who ship them."†

But exclusively of this, their theory is fallacious and groundless even on their own showing. If a neutral ship is so sacred an asylum that it can render null even the declaration of war, and can protect one belligerent from the attacks of the other, how comes it that it can be violated for the search of contraband of war? Every advocate of the sanctity of the neutral flag has recognized the necessity of excepting materials for war from protection; but by doing so they have cut the ground from under their feet, and have acknowledged that the deck of a merchant vessel is not the same as a portion of neutral territory, that it can be invaded to prevent an enemy being assisted by war supplies, and thus they prove, in spite of themselves, that it can be equally invaded to seek that property which is forfeit by the declaration of war, and whose loss would cripple the foe.

Napoleon, in an article in his memoirs on "Neutral Powers," has sought to establish his maxim "free ships, free goods," on a firmer basis. He says that contraband is liable to capture because—

"Every Power has engaged by various treaties to prohibit its neutral subjects from carrying on a contraband trade with belligerent Powers. . . . Every vessel having those articles on board is considered to have transgressed its Sovereign's orders, . . . and the articles are confiscated accordingly. . . . The cruiser exercised, even in the name of the Sovereign under whose flag the vessel that was visited sailed a new right of search, to ascertain whether the ship did not carry contraband goods."

Thus the seizure of these articles is not a natural right, but one founded on treaty, and consequently neutral ships are only visited because their Sovereigns have given distinct permission to belligerents to do so, the deck of the merchantman being still neutral ground. But if search for contraband is instituted only in the name of the neutral Sovereign, and if vessels containing munitions of

* *Consolato del Mare* chap. 273.

† Ward's "Treatise on Maritime Law," re-printed 1874 p. 23.

war for the enemy are liable to punishment for having transgressed their own Sovereign's orders, it is difficult to see why the trial should be conducted in a belligerent court, instead of in that of the Sovereign whose orders were disregarded. Clearly a man cannot be condemned in an English court by French law, or *vice versa*, which shows that the capture of contraband exists, not by the permission of a neutral, but by the natural right of a belligerent, which may, of course, have been defined and explained (in so complicated a question as that of the supply of munitions of war) by a treaty.

But even if the opinion of the French Emperor were sound, whence arises the right which a blockading fleet has of resisting a non-belligerent ship on the high seas? The squadrons which seal up a port are often far away watching the coast on the ownerless ocean, and yet they have an undoubted natural right—not gained by a treaty—to prevent any neutral ship from entering it, and of invading in the most peremptory manner the supposed territorial rights of the deck of every merchantman. Now this is because these ships are not, as pretended, portions of neutral territory, and because they may not interfere with the course of hostilities.

1. By carrying that which can be seized, viz., enemy's goods;
2. By bringing to the enemy that which helps his warlike operations, viz., contraband of war; and,
3. By trading with those ports which are sealed up.

In turning now to the general custom and to authority, it will be found that overwhelming evidence proves clearly that the law of nature and of nations is this, that a belligerent cruiser has full power to seize hostile goods out of neutral ships. All the greatest jurists have affirmed this doctrine; and although some commercial treaties relaxed the rule, yet this was only in particular instances, out of favour to an ally, and when counterbalancing advantages were obtained. It is worthy of remark that the Congress of Vienna in 1815 has swept away these treaties.

It was not until late in the world's history that attempts were made to establish the maxim "free ships, free goods," and then they were made by those who were interested in the change. They pretended, however, that their object was solely to deliver the seas from an unjust tyranny; it is, therefore, a matter of interest to examine the conduct of these Powers in this matter; and in each case it will be seen that their own rules were in accord with this so-called tyranny.

In 1790, Russia headed a league called the First Armed Neutrality; it was joined by most of the European Powers, and its object was professedly to establish those pretensions which non-belligerents claimed with regard to liberty of commerce as a natural right, viz., that the neutral flag should cover the cargo.

Spain issued a proclamation, only a month before she agreed to the armed neutrality, in which she asserted that her rule was to "detrain such ships as were suspected, either from the course they steered, or the papers they produced, and such as carried enemy's goods or provisions."^{*}

Denmark and England signed a treaty (of Whitehall), 11th July, 1670; in this the 20th article explains how the ships of the two confederates shall be searched when either is at war with a third party. The wording is important, as showing that capture of enemy's goods is not a concession granted by this treaty, but one founded on natural right:—

"But lest such freedom of navigation or passage of one ally and his subjects and people during the war, that the other may have by sea or by land, with any country, may be to the prejudice of the other ally, and that goods and merchandise belonging to the enemy may be fraudulently concealed under the colour of being in amity; for the preventing of fraud, and clearing all suspicion, it is thought fit that ships . . . be accompanied with letters of passports and certificates, the forms of which follow."[†]

The 3rd article of this treaty defined contraband of war in a loose manner, and in the course of years it created

some inconveniences. Accordingly, another treaty was negotiated in 1780, at Copenhagen, signed 4th of July, which amplified the 3rd article of the Treaty of Whitehall, and retained the remaining part in its entirety. The Danes therefore, on the 4th of July, 1780, solemnly published their sanction to the old rules of naval warfare, as founded on natural right. But on the 19th of July, a fortnight later, they became parties to the armed neutrality!

France's answer to Russia, in 1780, is in the following terms:—

"She did not hesitate to profess that the war she had undertaken had no other object but the liberty of the seas; that she was supporting the rights of neutrality at the price of her people's blood; and that the claims of the armed neutrality were no other than what were already allowed by the rules of her marine."

Now, the ordinances of the French navy up to 1744 were exceedingly oppressive, for they aimed at seizing both hostile and neutral goods; but in the year 1744 it was decreed that although enemy's property was liable to capture, yet that its presence would not condemn the neutral vessel, nor the remainder of the cargo; and this remained in force until 26th of July, 1778, when a Royal decree proclaimed that "free ships" should make "free goods." It contained, however, the following clause:—

"His Majesty reserving to himself, moreover, the power of revoking the liberty granted in the present article, if the hostile Powers do not grant reciprocity within six months."

England had no intention of mutilating her only weapon of offence and defence at the dictation of an enemy, and did not grant reciprocity; and, accordingly, the French Government annulled their decree (they, however, allowed it to stand, 14th of January, 1779, in those Dutch States who were hostile to England); and thus the rules of her marine were not in accordance with the armed neutrality, and, consequently, that league was not in harmony with her ideas of justice.

But, further, on the 18th of September, 1779, France signed a treaty with Mecklenburg, in which the rights of the inhabitants of that duchy in time of a French war are explained.

By this, contraband of war and general merchandise whatever, belonging to an enemy, found in Mecklenburg vessels, as also Mecklenburg goods, even when not contraband of war, found in enemy's ships, shall be lawful prize; thus exhibiting, without a doubt, the real character of those ideas which were held on neutral rights by a nation who was supporting them "at the price of her people's blood."

Russia had been the originator of the armed neutrality, this Power professed the loftiest sentiments with regard to it, and declared her sole object to be the freedom of the seas; but Russia also shifted her ground, and enforced the old laws of capture, when next it became advantageous to do so. In 1787, she did so in her war against the Porte; * in 1793, she entered into a convention with Great Britain, in which she engaged to use her influence to prevent neutrals from protecting the commerce of the French on the high seas; and when Denmark, unaccustomed to make so many rapid changes in her conceptions of right and wrong, on so important a subject, refused to acquiesce, Russia, backed by England's maritime strength, issued the following characteristic instructions:—

"Denmark, with its accustomed weakness, and preferring even an ideal gain to the sound considerations of policy, had refused her (Russia's) just demands; therefore, all ships are to be stopped and searched, even those under convoy, which, if resisted, the honour of the Russian flag is to be maintained, and force repelled by force, without pursuing, in case of flight, the vessels composing the convoy; putting only in execution what is prescribed, to prevent any navigation to the enemy's ports."[†]

In 1799, the Emperor Paul, who was the next year again to become the champion of liberty on the sea, threatened the Danes with immediate hostilities on account "of their supplying assistance and protection to the trade of France, under the neutral colours of the Danish flag."

* Letter of Count Florida Blanca, *Pour servir de Règlement concernant la Navigation des Neutres*, 13th March, 1780. Ward, 162-3.

† "Hertael's Treaties," vol. i.

* Allison's "History of Europe," xxxiii., ii.

† Instructions to the Russian Admiral Tchitchagoff. Collections of Acts 149, Ward 171.

Sweden also reverted to the old laws of capture in 1787; and France, having also done so in 1793, lost all patience with British successes, and declared, in 1793, that all vessels found in the high seas, with any English goods whatever on board, shall be good prize; and that neutral sailors found on board English vessels shall be put to death! Such were the vacillations which occurred in the ideas of natural right among these nations!

During the course of the wars of the French Revolution several attempts were made to establish the principles of the armed neutrality, but in every case they were steadily resisted by Great Britain, and at the General Congress of 1815 they were not mentioned.

The rule affecting naval warfare which has been introduced by the Declaration of Paris cannot be defended; it is in direct opposition to the law of nations, and is therefore illegal. It was agreed to certainly by some European States; not, however, as has been shown, because they considered it just, but because they wished to wrest from England a weapon which made her strong, and which they all dreaded.

In glancing now at the effects of this rule, additional reasons will be seen to condemn it. By the 2nd article of the Declaration of Paris a belligerent can secure his goods from capture by sailing them under neutral flags; consequently, any continental nation can cover its trade from attack, and obtain in that manner, in an uninterrupted flow, resources to carry on hostilities. For us, the new conditions are different; we possess a large and most important carrying trade, a branch of commerce which produces and sustains our maritime greatness; to cover our cargoes, therefore, from hostile attack by a neutral flag would be to drive the shipping from the country. This is what would occur: English merchants would not employ British ships, when we are at war, but rather those of non-belligerents, where their goods would go free; and the naval strength of this country, considerable though it be, could not suffice to give our vessels protection, and to secure them custom; because the insurance would be necessarily higher, where there existed a liability to capture, than in neutral bottoms, where there was absolute security; and thus, notwithstanding our maritime power, our carrying trade would be annihilated, the shipowners would be ruined, and the naval characteristics of the people destroyed. This danger has been pointed out by many statesmen; and the disasters caused by a few cruisers upon the shipping of the United States may well serve to give us a solemn warning of what would inevitably happen when engaged in war with a nation capable of an effort by sea.

The chief reason why naval wars have been undertaken is for the attack and defence of commerce. If the sea contained no hostile wealth, it would not be worth while equipping fleets to strike at it, and if he had nothing to defend, it would be unnecessary for him to send out his men-of-war to convoy merchantmen, and to engage the opposing squadrons. In all wars up to 1854 our fleets were actively engaged, and the enemy was forced out of his harbours to protect his trade. But since 1854, when we waived our maritime rights, there has not been a war by sea; because the weaker naval Power, having nothing to protect, could let his fleets ride at anchor in absolute security in harbour.

It has been said that, if England went to war with a purely military nation, there would be no struggle by sea, even under the old rules. Perhaps this would be so; but, and this is important, not because we have no means of striking a blow through our navy, but because a military Power is so exposed to our hostility by sea that he may not be able to endure our attacks from that quarter. Every State requires foreign trade for its wars, and all the more so now, when they are conducted with materials and science which are drawn from the collective resources and wisdom of the civilized world. This truth was observed by Pericles, in his speech to the Athenians before the Peloponnesian War; it was remarked by Polybius, who traced the causes of the weakness of the Spartan polity to it; and it was explained by Adam Smith in his "Wealth of Nations." History has shown how that, when Great Britain went to war with a military Power—Russia—the latter was not able to resist her; the Battle of Copenhagen and the advance on St. Petersburg were

quite sufficient to paralyze that nation, and to cause her Government to make peace before a single gun was fired against her. It is not only the dread of the physical weakness, which must follow the loss of foreign trade—a loss which would reduce a European empire to the level of the tribes of Central Asia, destitute of the appliances for war which modern energy has produced—but it is also the fear of bankruptcy, which is sufficient to deter any country, no matter how powerful, from coming to blows with that Power which will act upon its commerce and wealth. A maritime nation possesses a weapon which saps the very roots of the strength of a military enemy, but the latter has no means of injuring the former, especially if it does not border on its dominions.

(To be continued.)

Court Papers.

SUPREME COURT OF JUDICATURE.

HILARY SITTINGS, 1877.

COURT OF APPEAL.

APPEALS FROM COMMON PLEAS DIVISION.

FOR JUDGMENT.	Kemp v Isaacson
Met R Co v Brogren	Bradbury v Pickstone
Jackson v Met R Co	Charles v Blackwell
FOR ARGUMENT.	Stock v Hooper's Telegraph Works
Walker v L & N W R Co	Same v Same
Mayor of London v London Joint	Maclean v Vaughan
Stock Bank	Furcell v S wier
(To stand over.)	Keith v Burrows
Simpson v Chadwick	French v Gerber
Branton v Griffith	Kemp v Isaacson
Kenworthy v Sidebotham	Parker v S E R Co
Rourke v White Moss Co	Millicich v Lloyds
Bingham v Alexander	Gabell v S E R Co

APPEALS FROM EXCHEQUER DIVISION.

FOR JUDGMENT.	Seddon v Smith
Woolley v Met Dist R Co	Burton v M S & L R Co
Monmouth Ry and Canal Co v	Pooler v Johnston and anr
Bevan and anr	Copland v Healy
FOR ARGUMENT.	Lanwer v Same
Cross v L Hollier	Preston v Lamont
Foster v Stobbs	Bonit v The Queen
Hyde v Warden	Marks v Currie
(Part heard.)	Cohen v S E R Co
Fisher v Smith	Bennett v Gamgee and anr
Greaves v Greenwood and ors	

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

APPEALS FROM INFERIOR COURTS.

FOR ARGUMENT.

Cumberland, Sidney v McNally	Gloucester, Denny v Vinning
Westmoreland, Hill v Perse	Worcester, Smith v G W R Co
Leicester, In re James Mee	Bradford, Denton and ors v Earnshaw
Warwick, Turner v G W R Co	Saffron Walden, Perry v Saffron
Pembroke, Dargan v Davies	Walden Sanitary Authority
Derby, Sandys v Markham	Northumberland, Tyne Coal Co v
Derby, Sandys v Clarke	Overseers of the Parish of Wallsend
Brecon, Brecon Market Co v	Lancashire, Blackpool Pier Co v
Churokwrds of St Mary's,	Tydale Union
Brecon	Kent, Tunbridge Wells Commrs v
Durham, Holt v Storey	Bishoppe
Cheshire, Verdin v Wray and anr	Northumberland, Swan v Ingils
London, Krall and anr v Burnett	Lincoln, Dan-y and anr v Watson
and ors	London, Dixon v Ragget and anr
Cheshire, Brown and anr v Pedley	Lancashire, Brirayre v Bleaky
Essex, Honeywood v Owen	Essex, Allen and wife v Fairs
Bristol, Peters v Cowie	Middx, Finch v Fairclough
Devon, Hooper v Keshole	Middx, Alanworth v Walker
Met Pol Dis, Cole v Manning	Bedford, Roberts v M R Co
Middx, Mavor v Morcor	Middx, Beale v Arabin
Glamorgan, Bevis v Dynevor	London, Thackrah v Fergusson,
Glamorgan, Ley and anr v Colli	trading as Wata & Co
Reigate, Grace v Hunt	London, Thrift v Youle
Reigate, Same v Same	Ser ey, Abrahams v Buckwell
Reigate, Same v Combe	Middx, Spark and wife v Brewer
Reigate, Same v Crowhurst	Essex, Branch and wife v Smith
Stafford, Lindop v Morgan	Middx, Tuleman v Wolferton
Norfolk, Diss Urban Sanitary	York, W R, Stringer v Sykes
Authority v Aldrich	Huddersfield, Muck v Kilton
Norfolk, Reid, Jun, v Darlington	Glamorgan, Hodge v Heath
Board and Robinson	Huddersfield, Broadfield v Holdsworth
Northampton, Warden v Tye	York, Mayor of Bradford v Stabley
Oxford, Philip v Spriggs	and anr
Yarmouth, Duffel v Curtis	
Lincoln, Smith v Waddington	
Middx, Baker v G N R Co	
Lancashire, Cooper v Dickinson	

Lincoln, Wilson v Foster
 Midx, Routhan v White
 London, Osborne v Grant and
 Kelly
 Sames, Curtin v Collier
 Southampton, Hinder v Tharing
 London, Knoblauch v Weigel
 London, Gore v Ward
 London, Brecon v Bridgewater and
 anr
 Cambridge, Parsons v Wilderspin

NEW TRIAL PAPER.

FOR ARGUMENT.

Tried Michaelmas Sittings, 1876.
 Liverpool, Cohn v Davidson
 Lush, J Mr Herschell
 Moved Hilary Sittings, 1876.
 Liverpool, Cohn v Davidson
 Lush, J Mr Herschell
 Leeds, Sheffield Nickel Coy Unwin
 Mellor, J Mr Maule
 Moved Easter Sittings, 1876.
 Dis Reg Brighton, Bostel v Fowler
 F H Lascelles, Esq
 Tried during Sittings.
 Midx, Nicolls v Mid R Co
 Blackburn, J Mr Mellor
 Midx, Rest v Merfield
 Coleridge, C J Mr Castle
 Midx, Smart v Priestley
 Coleridge, C J Mr C Hall
 To be argued with New Trial.
 Cardigan, Lavington v Thomas
 L C Baron Mr Coxon
 London, Forth v Cordingley
 Lindley, J Mr H T Cole
 London, Same v Parker
 Lindley, J Mr D Seymour
 Midx, Salt v Arno
 Huddleston, B Mr Salter
 Midx, The Mutual Socy v Clarke
 Huddleston, B
 Berks, Ward v Hobbs
 Brett, J
 Midx, Badham v Gillespie
 L C Baron
 Herts, Drakeford v Whitwell
 Huddleston, B
 Midx, Smart v Priestley
 Coleridge, C J
 Warwick, Lumscombe v Grills
 Field, J
 Salop, Graham v Parry
 Grove, J
 Newcastle, Angus & Co v Dalton
 and anr
 Lush, J
 To be argued with dem.
 Stafford, Pearce v Proprietors of
 Stourbridge Navigation
 Brett, J Mr J J Powell

Carmarthen, Davies v Duncable
 and anr
 York, Hudson and anr v Lon and
 Man Industrial Ass Co
 Met Pol Dis, Clark v Horsett
 Met Pol Dis, Loyd v James
 Glamorgan, Barry v Foley and
 wife
 Glamorgan, Richards, Power, &
 Co v Dowlais Iron Co

Newcastle, Angus and anr v Dal
 ton and anr
 T Ridley, Referee
 To be argued with dem.
 Moved Michaelmas Sittings, 1876.
 Leeds, Broadhead v L & Y R Co
 Lush, J Mr Seymour
 Berks, Rumbolt v Adnams
 Brett, J Mr Green
 Standard, Pearce v Proprietors Stour-
 bridge Navigation
 Brett, J Mr J J Powell
 Swansea, Wilkie v Stevenson
 Cleasby, B Mr B T Williams
 Suffolk, Clark v Molyneux
 Huddleston, B Mr Willis
 Tried during Sittings.
 Midx, Real & Personal Advance
 Coy v Beetham
 Manisty, J Mr Murphy
 Midx, Rayner v Mackintosh
 Manisty, J Mr E Jones
 Midx, Waincott v N Staf R Co
 Pollock, B Mr J J Powell
 Midx, Jones v G W R Co
 Pollock, B Mr Seymour
 London, Child v Holland
 Manisty, J Mr M Howard
 London, Mason v Cory and anr
 L C B Sol-General
 London, Manyard v Lowry & anr
 L C B Mr Anderson
 London, Same v Walker
 L C B Mr Anderson
 Swansea, Grandfield v Illingworth
 Denman, J
 Suffolk, Willson v Cole
 Huddleston, B
 Swansea, Kirkhouse v Locke & anr
 Cleasby, B
 Midx, London and Provincial
 Bank v Clarke
 Manisty, J
 London, Riches v Mellor
 Bramwell, B
 Burnley Cy Ct, Scott v Freeman
 Serjt Atkison
 Chester, Parry v Riddell
 L C B

SPECIAL PAPER.

FOR JUDGMENT.
 Rabbits v Cox
 FOR ARGUMENT.
 Roden v Lon Small Arms Co Dem
 Angus v Daltons
 Same v Same
 Jones v Viet Graving Dock S C
 Everhead v L & N W R Co
 Lascelles v Lord Onslow
 Simon v Riemen Dem
 Scrutton v Childs S C
 Turner v St Katharine Dock
 Coy Dem
 Elford v King
 Hooper v Bourne S C
 Williamson v Vestry of St Mary,
 Islington Dem

ENLARGED RULE PAPER.

Rennie v Ratcliff
 Queen v Justices West Riding
 Same v Barr
 Mr Philbrick
 Same v Holbrook

Hon A Thesiger
 Same v Stuart
 Mr P Lewis
 Same v Smith
 Mr Harrison
 Wray v Clements
 Mr Petheram
 Sol-General

CROWN PAPER.

FOR ARGUMENT.

South Shields, Reg v Burn
 South Shields, Reg v Burn

York, W R, Reg v Inhabit of Poking
 Northampton, Reg v Oundle Ua

COMMON PLEAS DIVISION.

NEW TRIAL PAPER.

FOR JUDGMENT.
 Humphreys v Cousins
 Dickson v Reuter's Telegram Co
 Higginson v Skopson
 FOR ARGUMENT.
 Moved Trinity Sittings, 1876.
 Midx, Baughan v Reeves
 Lindley, J Mr Willis

London, Twycross v Grant and ors
 L C J Mr Benjamin
 London, Same v Same
 L C J Mr M Howard
 London, Hart v Wall
 Archibald, J Mr Glynn
 London, Cook v Ward
 Mellor, J Mr J Mellor

Herts, Wilson v Breslaue
 L C J Mr Philbrick
 Herts, Same v Same
 L C J Mr Day
 Leeds, Holt v Pearson
 Bramwell, B Mr Wills
 Manchester, Lockwood v Wadham
 Ambrose, Q O Mr Torr
 Liverpool, Dickson v Donfield
 Bramwell, B Mr C Russell
 Liverpool, Williams & Coy Berner
 & Co
 Bramwell, B Mr Gully
 Leeds, Seed v Harrison
 Lush, J Mr Glyn
 Kent, Hunter v Dierdon
 L C J Mr Bradford
 Herts, Wilson v Breslaue
 Lindley, J Mr Philbrick
 Midx, Cooper v Jay
 L C B Mr H Williams
 Moved Michaelmas Sittings, 1876.
 Liverpool, Bessela v Sterne
 F Herschell, Q C Mr Torr
 Stafford, Pearson v G W R Co
 Brett, J Mr Matthews
 Glamorgan, Parfitt v Jeppson
 Cleasby, B Mr Bowen
 Liverpool, Pearce v Everard
 Lindley, J Mr Herschell
 Liverpool, Buchanan & Coy Berner
 Bramwell, B Mr Galy
 Devon, Cooke v Wheaton
 Blackburn, J Mr Cole
 Manchester, Thompson v Hunt
 Lindley, J Mr Pope
 Norwich, Berghem v Gt Eastern
 Railway Company
 L C J Mr Metcalfe
 Bristol, Chillingworth v Grimbale
 Asplett, B Mr Cole
 Worcester, Watkins and wife v Gt
 Western Ry Co
 Grove, J Mr Matthews

PEREMPTORY PAPER.

In the Matter of A Solicitor
 Fowler v Henderson Mr Murray
 In the Matter of A Solicitor
 Mr McClymont
 In the Matter of A Solicitor
 Mr Murray
 In the Matter of A Solicitor
 Mr Murray

London, Tebb v Lewis and Kemp
 Pollock, B Mr Philbrick
 London, Same v Same
 Pollock, B Mr Philbrick
 London, Same v Same
 Pollock, B Mr Shortt
 London, Smith and anr v West
 Quain, J Mr Cohen
 Swansea, Davies v Gibbs and ors
 Cleasby, B Mr McIntyre
 Swansea, Davies v Weatherley &
 Webb
 Cleasby, B Mr McIntyre
 Liverpool, Ruthven v Williams
 Lindley, J Mr L Temple
 Leeds, Holloran v Chapman
 Denman, J Mr Waddy
 Bristol, Leigh v LocBd Wellington
 Blackburn, J Mr A Collins
 Midx, Halliday v Bencke
 Field, J Mr Ambrose
 Midx, Same v Same
 Field, J Mr Ambrose
 Midx, Naylor and wife v Francis
 Grove, J Mr Serjt Parry
 Midx, Legg and anr v The Asso-
 ciation of Land Financiers, Ltd
 Grove, J Mr Day
 Midx, Same v Same
 Lindley, J Mr M Chambers
 Midx, Roberts and anr v General
 Steam Navigation Co
 Pollock, B Mr Waddy
 Midx, Grant and another v The
 Banque Franco-Egyptienne Co
 L C J Hon A Thesiger
 Manchester, Green v Wroe
 Lindley, J Mr Ambrose
 London, Armitage v Northumber-
 land Steam Shipping Co
 Field, J Mr Cohen
 London, Nicholson (Trustee) v
 Dean
 Grove, J Mr C Scott

SPECIAL PAPER.

Union Bank of Canada v Cole S C
 (To stand over.)
 Sec of War Deptment v Baker S C
 (To stand over.)
 Cunningham v Dunn Dem
 (To stand over.)
 Melhado v Watson S C
 Foster v Parker S C
 Stone v City & County Bk, Ltd S C
 Halliday v Montefiore S C
 (To stand over.)
 Foster v Mid R Co Dem
 (To stand over.)
 Alkins and anr v Jupe S C
 Lindgren v Belleaff Dem
 Wolstenholme v Gray S C
 (To stand over.)
 Spencer & Co v Spence and ors S C
 Sennett v Nicholls S C

Simon v Watson S C
 Birch v Watton & Swaffham S C
 Entwistle v Hodgkinson Dem
 Challoner v Bolckow S C
 Grant v Secretary of State for
 India Dem
 Caldwell v Pixell S C
 Ramsay v Nicholl Dem
 Dunsmuir and Witepale Ry Co
 v Hopkins S C
 Bennet v Moodey Dem
 Mayor of Saltash v Goodman S C
 Russell v Dray S C
 Vickers v Melre S C
 Henson v Switzgubel Dem
 Barwick v B Brown & Co S C
 Boar v Jones S C

EXCHEQUER DIVISION.

NEW TRIAL PAPER.

FOR JUDGMENT.
 Moorwood v Steel
 Lumb v Elland-cum-Greetland
 Mill Co
 FOR ARGUMENT.
 Moved Easter Term, 1875.
 Gloucester, The Rhos Llanwit
 Coal & Iron Co (Ltd) v Mon
 Rail and Canal Co
 Quain, J Mr H Matthews
 Transferred from Common Pleas.
 Moved Michaelmas Sittings, 1875.
 Midx, Woodward v Bardett
 Huddleston, B Mr M Chambers
 (To stand over.)
 London, Norman v Villiers
 Huddleston, B
 Midx, Wilson v Hatton
 Quain, J
 Midx, Eustace v Mayburg
 Pollock, B Mr McIntyre
 Midx, Weir v Barnett and anr
 Huddleston, B
 Midx, Same v Same
 Huddleston, B
 Midx, Same v Same
 Huddleston, B
 Midx, Sketchley and anr v Fitz-
 marrie

Huddleston, B Mr Gales
 Midx, Earl of Shrewsbury v
 Garrod
 Mellor, J
 Midx, Chipperfield v Truss
 Mellor, J
 Midx, Lea v Saxby
 Huddleston, B Mr Herschell
 Midx, Same v Same
 Huddleston, B Mr Herschell
 Midx, Cartwright v Atkin
 Blackburn, J Mr McIntyre
 London, Branford v Saunders
 Field, J
 Moved Trinity Sittings, 1876.
 London, Genri Stm Naviga Co v
 Lon & Ednagh Shipping Co
 L C B
 Midx, Farmer v Richards
 Cockburn, C J Mr McIntyre
 Weighpool, Penson v Clayton
 Lush, J
 London, Barrett v Rosenthal
 Official Referee
 Midx, Donisthorpe v Jowett
 Cleasby, B
 Midx, Swainson and ors v N E E
 Co
 Quain, J Mr Russell

Northampton, Ruddle v Mayor of
Peterborough
Mellor, J
Middx, Hallams, admor, v Hills,
exor
L O J
London, Fish v Hudson
Field, J
London, Same v Same
Field, J
Chelmsford, Adams v Keeble and
ors
Huddleston, B Mr J Brown
London, Shear v Smart
Coleridge, O J Mr Lane
Gloucester, Reece v Cornbloom
Brett, J
Bristol, Hills v Lima Ry Co
Amplett, B
Bristol, Mayor and Alderman of
Penny v Holm
Amplett, B
Exeter, Vicary v Lee
Blackburn, J
Bristol, West v Allison
Amplett, B
Leeds, Walker v Hoyland
Lush, J
Exeter, Piper v Stooke
Blackburn, J
Moved Michaelmas Sittings, 1876.
Stafford, Hand v Hall
Brett, J
Gloucester, Watts v Carrier
Brett, J Mr J O Griffiths
Winchester, Baker v The Mayor of
Portsmouth
Blackburn, J
To be argued with dem.
Chelmsford, Patmore v Horner
Cockburn, C J Mr Coome
Carmarthen, Daniels and others
v Williams, Jones, and Francis
Cleasby, B Mr B F Williams
Leeds, Crowther and others v Du-
Gillon
Lush, J Mr Waddy
(To be argued with dem)

SPECIAL PAPER.

For JUDGMENT.
Budd v L and N W R Co
FOR ASSESSMENT.
Downing v Mowlem Dem
(Stand's over.)
Wagh v North British Ry Co,,
(Stand's over.)
Granville v Finch S C
(To be re-stated.)
Whitehouse v Birmingham
ham Canal Co Dem
(Stand's over.)
Dear v Greene
(Stand's over.)
Down v Webster
(Stand's over.)
Bates v Levick
(Stand's over.)
Lloyd's Big Co v Blech
(Stand's over.)
Morrison v Yorkshire Coal
and Iron Co
(Stand's over.)
Grimsshaw v Asquith
(Stand's over.)
L B and S C R Co v S
R R Co S C
(Stand's over.)
Halcumb Sack Co v Young
(Stand's over.)
Royal Mail Steam Packet Co v
Rhodes
(Part heard.)
Phipps v Hawkins Dem
(Stand's over.)
Dutton v Ivo
(Stand's over.)
Wilson v Bowes S C
(Part heard.)
Norwood v L N W R Co
(Part heard.)
Saunders v Com Us As Co
(Stand's over.)
Cooke v Corbetta Dem
Baker v Mayor of Portsmouth
Leyman v Latimer
Leyman v Latimer
Crowther v Du-Gillon
Evans v Jones S C
Field v L and N W R Co
Villiers v Lacey Dem
(Stand's over.)
Vansittart v Allen
Cheekland and anr v Leicester
Coal Consumers Co (Lind) S C
Hamilton v Jones Dem
Bradbury v Bradbury

PUBLIC COMPANIES.

January 5, 1877.

GOVERNMENT FUNDS.

3 per Cent. Consols, 94½ x d
Ditto for Account, 94½
Do 3 per Cent. Reduced, 94½
New 3 per Cent., 94
Do 3½ per Cent., Jan. '74
Do 3½ per Cent., Jan. '74
Do 5 per Cent., Jan. '73
Annuities, Jan. '80
Annuities, April, '80, 92
Do (Red Sea T.) Aug. 1868
Ex Billa, £1000, 24 per Ct. 25 pm
Ditto, £300, Do, 25 pm
Ditto, £100 & £300, 25 pm.
Bank of England Stock, — per
Ct. (last half-year), 208
Ditto for Account.

INDIAN GOVERNMENT SECURITIES

Ditto 5 per Cent., July, '80, 105 x d
Ditto for Account, —
Ditto 4 per Cent., Oct. '80, 103½
Ditto, ditto, Certificates —
Ditto Enforced Ppr., 4 per Cent. 88
2nd Inf. Fr., 5 per C., Jan. '73
Ditto, 5½ per Cent., May, '73, 91
Ditto Debentures, 4 per Cents
April, '64
Do, Do, 3 per C nt., Aug. '73
Do Bonds, 4 per Cent. £1000
Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Prices
Bristol and Exeter	100	—
Stock Caledonian	100	121½
Stock Glasgow and South-Western	100	106
Stock Great Eastern Ordinary Stock	100	59½
Stock Great Northern	100	134
Stock Do., A Stock*	100	138½
Stock Great Southern and Western of Ireland	100	—
Stock Great Western—Original	100	105½
Stock Lancashire and Yorkshire	100	126½
Stock London, Brighton, and South Coast	100	119½
Stock London, Chatham, and Dover	100	81½
Stock London and North-Western	100	147½
Stock London and South Western	100	128
Stock Manchester, Sheffield, and Lincoln	100	75½
Stock Metropolitan	100	103
Stock Do., District	100	47½
Stock Midland	100	129½
Stock North British	100	104½
Stock North Eastern	100	157½
Stock North London	100	137
Stock North Staffordshire	100	67
Stock South Devon	100	69
Stock South-Eastern	100	127

* A receives no dividend until 6 per cent. has been paid to B.

The General Furnishing Company, of Southampton-street, Strand, direct our attention to some further facilities recently incorporated with the "New Hire System," by which its usefulness has been further increased. Under the "New Hire System" customers select the goods they fancy at large wholesale houses without making any reference to the company till after selection, and it is obvious that by this means they must secure the fullest value for money. The houses with which the company deal include the most celebrated makers in each class of goods, so that a house can be furnished from top to bottom with the very best. Persons with fixed incomes, and those who are reluctant to withdraw capital from their business, will find the "New Hire System" more especially convenient, and it seems to be a plan alike economical and trustworthy.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Dec. 29, 1876.

Wright, Newnham Charles, and Wykeham George Nicoll, 201, Graa Portland st, Solicitors. Dec 22

TUESDAY, Jan. 2, 1877.

Jackson, Frederick, Henry Fox, and William Norton Ellen, 55, Chancery lane, Middlesex, Solicitors and Conveyancers. Dec 30

Winding up of Joint Stock Companies.

FRIDAY, Dec. 29, 1876.

LIMITED IN CHANCERY.

Forest of Dean Coal Mining Company, Limited.—Petition for winding up, presented Dec 12, directed to be heard before the M.R. on Jan 13. Licklater and Co, Walbrook, solicitors for the petitioner
Newbury and Lamborne Tramway Company, Limited.—V.C. Bacon has, by an order dated Dec 21, appointed Frederick Maynard, Queen Victoria st, to be official liquidator. Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Jan 22, at 12, is appointed for hearing and adjudicating upon the debts and claims
Steam Cooperage Company, Limited.—Creditors of the above company are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to William Henry Cutler, King st, St James's. Wednesday, Feb 14, at 12, is appointed for hearing and adjudicating upon the debts and claims

TUESDAY, Jan. 2, 1877.

LIMITED IN CHANCERY.

Chesterton Company, Limited.—Petition for winding up, presented Dec 28, directed to be heard before V.C. Bacon on Jan 13. Tucker and Lake, Serle st, Lincoln's inn, agents for Wragge and Co, Birmingham, solicitors for the petitioners
London Warehouse Company, Limited.—Petition for winding up, presented Dec 21, directed to be heard before V.C. Bacon Friday, Jan 12. Ashurst and Co, Old Jewry, solicitors for the petitioners
Maroon Bank Paper Mill Company, Limited.—Petition for winding up, presented Dec 29, directed to be heard before V.C. Bacon on Jan 13. Chester and Co, Staple inn, agents for Addleshaw and Warburton, Manchester, solicitors for the petitioner
Norton-Cannock Colliery Company, Limited.—Petition for winding up, presented Dec 30, directed to be heard before V.C. Hall on Jan 12. Tucker and Lake, Serle st, Lincoln's inn, agents for Wragge and Co, Birmingham, solicitors for the petitioners

Friendly Societies Dissolved.

FRIDAY, Dec. 29, 1876.

Friendly Union Society, House of Correction, Coldbath fields. Dec 16

TUESDAY, Jan. 2, 1877.

Safety Benefit Society, Royal Tent, Silver st, Golden sq. Dec 29

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 29, 1876.

Baker, William, Bradford, York, Gent. Jan 26. Jennings v Moorhouse, V.C. Bacon. Killick, Bradford
 Bullpitt, John, Bancroft rd, Mile End. Toynce v Lambert, V.C. Bacon.
 Campbell, Cannon st
 Gibbs, Jonathan, Pucklechurch, Gloucester, Farmer. Jan 31. Gibbs v Gibbs, V.C. Malins. Thurston, Thornbury
 Hirst, Daniel, Huddersfield, York. Jan 30. Beaumont v Hirst, F.R. Jones, Regr
 Jeeves, John, Sparrow Grange, Sheffield, Gent. Jan 29. Steele v Jeeves, M.R. Broomhead and Co, Sheffield
 Ody, Maria, Appleford, Berks, Licensed Victualler. Jan 23. Watson v Ody, M.R. Apps, South sq, Gray's inn
 Sayles, George Philip, Frampton Cotterell, Gloucester, Grocer. Jan 31. Sumaion v Sayles, V.C. Hall. Hope, Featherston buildings, Holborn
 Slyfield, John Round, otherwise John Round, Peterborough, Canada. Within six weeks. Slyfield v Slyfield, V.C. Malins
 Thwaites, Jane, Warcop, Westmorland, and Sarah Thwaites, Kirkby Stephen, Westmorland. Jan 19. Thwaites v Wylson, M.R. Wylson, Kirkby Stephen

TUESDAY, Jan. 2, 1877.

Fenton, Kirkby, Caldecote Hall, Warwick, Esq. Feb 1. Fenton v Foster, V.C. Hall. Mander, New sq, Lincoln's inn

Creditors under 22 & 23 Vict. cap. 36.

Last Day of Claim.

FRIDAY, Dec. 23, 1876.

Anber, Charles Lionel Stephen, Allahabad, East Indies, Lieut. 5th Foot. Feb 15. Auber, Bridgewater
 Barras, James, Seghill, Northumberland, Ship Owner. Feb 7. Hodge and Harle, Newcastle-upon-Tyne
 Bithrey, John, Bedford. Feb 1. Porter, Bedford
 Boswell, William, Alexandra terrace. Hornsey rise, Builder. Jan 31. Scott, College hill
 Crabtree, Caroline, Bradford, York. March 20. Whitaker, Duchy of Lancaster office, London, W.C.
 Darley, Samuel, East Dereham, Norfolk, Gent. Feb 1. Chamberlain, Basinghall st
 Eilen, George, Kingston-upon-Thames, Surrey, Ironmonger. Feb 1. Walter and Durham, Kingston-upon-Thames
 Foulis, Rev Sir Henry, Great Brickhill, Buckingham. March 31. Bell and Co, Lincoln's inn fields
 Frankford, Isaac, Leman st, Whitechapel. Feb 13. Jennings, Leadenhall st
 Garratt, William, Kettering, Farmer. Feb 14. Drake and Son, Cloak-lane, Cannon st
 Graves, George Christopher, St Dunstan's hill, Ship Broker. Jan 29. Carr and Son, Rood lane
 Harding, Jacob, Winchester, Hants, Carrier. Jan 16. Adams and Co, Winchester
 Harland, Thomas William, Falmouth rd, Southwark, Decorator. Jan 20. Hogan and Hughes, Martin's lane, Cannon st
 Holsworth, William, Brighton, Sussex, Gent. Feb 1. Clarke and Howlett, Brighton
 Jackson, Thomas, Louth, Lincoln, Stationer. Jan 31. Mason and Falkner, Louth
 Keat, Edmund, Fakenham, Norfolk, Gent. April 6. Kent and Co, Fakenham
 Knight, William, Morden, Surrey, Builder. Jan 19. Hogan and Hughes, Martin's lane, Cannon st
 Kolp, Lazarus Kirsch, Frankfurt-on-the-Maine, Germany, Merchant. Jan 28. Mount, Gracechurch st
 Lambton, Hedworth, Brighton, Sussex, Esq. Jan 31. Markby and Co, New sq, Lincoln's inn
 Mulrow, James Thomas, Paunton Court, Hereford, Farmer. Feb 14. Powell, Upper Wick, Worcester
 Newbery, Henry, Ingatestone, Essex, Esq. Feb 20. Withington and Co, Manchester
 North, Thomas, Winchester, Hants, Gent. Jan 16. Adams and Co, Winchester
 Norton, James, East Pennard, Somerset, Yeoman. Jan 31. Dyne, Bruton
 Pool, John, Harlow, Essex, Gent. Feb 1. Windus, Epping
 Pope, Leonard, West Bromwich, Stafford, Florist. Jan 6. Jackson, West Bromwich
 Quinthampton, John Wyborn, Little Totham, Essex, Farmer. Jan 29. Digby and Co, Maldon
 Root, John, Tadcaster, York, Labourer. March 1. Bromet, Tadcaster
 Sharp, Mary, Nottingham. Jan 31. Watson and Wadsworth, Nottingham
 Shaw, James Veitch, Twickenham, Middlesex, Law Stationer. Jan 29. Piesse and Son, Old Jewry chambers
 Sheard, Joseph, Batley, York, Gent. Dec 31. Wooler, Batley
 Shelton, Henry, Inkberrow, Worcester, Butcher. Jan 31. Jones, Alcester
 Smith, Helen, High rd, Tottenham. Feb 15. Heath and Parker, St. Helen's place
 Siringer, Thomas, Sandbach, Cheshire, Gent. Dec 30. Latham and Bygott
 Underhill, George, Bialna, Monmouth, Mineral Agent. Jan 29. Colborne and Ward, Newport
 Upton, William, Lichfield, Gent. Feb 1. Barnes and Russell, Lichfield
 Ward, Henry, Worcester, Gent. Feb 18. Pidcock and Son, Worcester
 Whitaker, Charles, Melton hill, York, Esq. Feb 1. Wilson, Kingston-upon-Hull
 Young, Robert, Greystones, Sheffield, Esq. Feb 1. Young and Co, Sheffield

TUESDAY, Dec. 26, 1876.

Ash, Mary Ann, Graseley, Stafford. March 21. Riley, Wolverhampton
 Benson, Samuel, Brighton, Sussex, Gent. Jan 21. Cramp and Son, Philpot lane
 Bewicks, Calverly, Close House, Northumberland, Esq. March 31.
 Dees and Thompson, Newcastle-upon-Tyne
 Brander, Robert Burnett, West Grinstead, Sussex, Esq. Feb 10.
 Turners, Sackville st, Piccadilly
 Chapman, Alfred, Eaton place, Esq. Feb 8. Ware and Hawes, Great Winchester st buildings
 Copestick, Henry, Dresden, Stafford, out of business. Jan 22. Clarke and Hawley, Longton
 Cross, Mary Anne Martinet Arengo, Clevedon, Somerset. Feb 1. Sutton and Ommamney, Coleman st
 Dickinson, John, Wigan, Lancashire, Furniture Broker. Jan 20. Wright and Apptison, Wigan
 Dugdale, Thomas, Rimmington, York, Farmer. Jan 31. Eastham, Clitheroes
 Eaton, John, Ashton-under-Lyne, Lancashire, Architect. Feb 20. Jackson, Ashton-under-Lyne
 Elliott, George, Liverpool, Miller. Jan 22. Lynch and Teebay, Liverpool
 Green, John Marshall, Manchester, Cashier. Feb 10. Farrar and Hall, Manchester
 Grote, Joseph, Threadneedle st, Esq. Feb 5. Farrar and Co, Lincoln's inn fields
 Haswell, John, Broxty, Westmorland, Yeoman. Jan 29. Wylson, Kirkby Stephen
 Hill, William, Camberwell New rd, Gent. March 1. Pritchard and Sons, Gracechurch st
 Jacobs, Arthur, Kingston-upon-Hall. March 1. Jacobs, Hall
 Joneau, Adolphe, Thaver st, St. Marylebone, Tailor. Feb 1. Deane and Co, South sq, Gray's inn
 Kulp, Lazarus Kirsch, Frankfurt-on-the-Maine, Germany, Merchant. Jan 25. Mount, Gracechurch st
 Martin, Joseph, Hardwick, Worcester, Farmer. Jan 31. Hudson, Pershore
 Mendham, Wace Lockett, Norwich, Gent. March 1. Tillet, Norwich
 Pool, John, Harlow, Essex, Gent. Feb 1. Windus, Epping
 Readall, John, Stoke Newington, Wheelwright. Feb 7. Start, Ironmonger lane
 Sparks, Samuel, Norwich, Gent. Feb 14. Kent, Norwich
 Strutt, Robert Lay, Great Walsingham, Suffolk. Feb 1. Robinson and Co, Hadleigh
 Thomas, James, Westbourne crescent, Esq. March 1. Holden and Co, Hull
 Tyson, Moses, Ulverston, Lancashire, Builder. Jan 31. Remington, Ulverston
 Walker, Henry, Longton, Stafford, Shoemaker. Jan 15. Clarke and Hawley, Longton
 Waring, John, Rotherham, York, Contractor. March 31. Nicholson and Co
 Windle, Eleanor, Westmoreland rd, Walworth rd. Jan 27. Holcombe, High Holborn
 Woodhouse, George, Huddersfield, York, Cloth Finisher. Feb 23. Leary and Co, Huddersfield
 Worrall, Robert Preston, Westmoreland rd, Bayswater. Jan 31. Wood and Co, Manchester

FRIDAY, Dec. 29, 1876.

Airay, Sarah, Kendal, Westmoreland. Feb 22. Thompson and Wilson, Kendal
 Aldridge, Henry, Cork, Captain H.M.'s 95th Reg. March 25. Walters and Co, Lincoln's inn
 Ashley, Kate, Bath. Feb 17. Wilton, Bath
 Bicknell, Charles Newcombe, Bangor, Carnarvon, Auctioneer. Jan 25. Margaret Bicknell, Bangor
 Birkett, William, Newton-in-Cartmel, Lancashire, Gent. Feb 1. Fisher and Gately, Windermer
 Chapman, Thomas Edward, Silksworth Hall, Durham, Wine Merchant. Feb 14. Steel, Sunderland
 Crinks, George, Bristol, Licensed Victualler. March 1. Benson and Thomas, Bristol
 Dixon, Thomas, Stockport, Cheshire, Commercial Traveller. March 25. Cooks, Crewe
 Dunn, Joseph Whitby, Hartford, Cheshire, Gent. Feb 1. Green and Dixon, Northwich
 Ellis, Abel, Chesham, nr Manchester, Stonemason. Feb 25. Fox, Manchester
 Featherstonhaugh, Albany William, Roker, Durham. Feb 14. Steel, Sunderland
 Garden, Christian, Clifton rd, St. John's wood. Feb 12. Street and Co, Lincoln's inn fields
 Gundry, William, Soho sq, Gent. Feb 25. Webb and Co, Argyle st, Regent st
 Kingsford, Thomas, Lewisham, Kent, Gent. March 1. Wightwick and Co, Canterbury
 Lupton, William, Arley, Leeds, Gent. Jan 25. Snowdon, Leeds
 Marillier, Jacob Francis, Harrow, Middlesex, Esq. Feb 15. Palmer and Co, Trafalgar sq, Charing cross
 May, John, Kelvedon, Essex, Gent. Feb 3. Beaumont, Great Coggeshall
 Mott, Charles, Hillside, Stamford Hill, Gent. Feb 1. Pownall and Co, Staple inn, Holborn
 Oxendon, George Chichester, Barham, Kent, Esq. Jan 31. Wightwick and Co, Canterbury
 Phillips, Thomas Richards, Treorkey, Glamorgan, Surgeon. Feb 1. Thomas, Pontypool
 Pool, John, Harlow, Essex, Gent. Feb 1. Windus, Epping
 Saylor, Helen, Norland sq, Notting hill. Feb 24. Stone and Co, Bath
 Smith, Edmund, Hayton, nr Liverpool, Gent. March 1. Bankes, Liverpool
 Smith, Sarah, Huyton, nr Liverpool. March 1. Bankes, Liverpool
 Smith, Sarah Ann, Cheltenham, Gloucester. Feb 15. Wheeler, Cheltenham
 Storey, Henry, Milborne Port, Somerset, Drillingman. Feb 12. Melmoth and Bartlett, Suerborne
 Wallington, George, Birmingham, Perfumer. Feb 1. Sargent and Son, Birmingham

Woodham, William Nash, Shepreth, Cambridge, Esq. April 31.
Estens and Knowles, Cambridge

TUESDAY, Jan. 2, 1877.

Ayer, William, Melrose Cottage, Brixton, Esq. Jan 31. Duncan and Co, Bloomsbury sq
Blackinsop, Margaret, Newcastle-upon-Tyne. Feb 1. Keenleyside and Forster, Newcastle-upon-Tyne
Boddington, Elizabeth, Ryton-upon-Dunmore, Warwick. Jan 31.
Browett, Coventry
Boddington, Thomas Oney, Ryton-upon-Dunmore, Warwick, Farmer.
Jan 31. Browett, Coventry
Batham, Matthew, Stratford, Lancashire, Gent. Feb 23. Diggles and Ogden, Manchester.
Browne, Cecilia Constance, Queen st, Mayfair. Feb 12. Tatham and Co, Lincoln's inn fields
Budge, William, Crowkerne, Somerset, Farmer. Feb 10. Budge, Crowkerne
Cockburn, Frederick, Essex rd, Islington, Licensed Victualler. April 1. Wild and Co, Ironmonger lane
Dixon, Sarah, Dalton-in-Furness, Lancashire. March 1. Butler and Son, Dalton-in-Furness
Gibson, Emma Maria, Crayford, Kent, Licensed Victualler. Feb 15. Gibson, Dartford
Giddwin, Emily, Guernsey. March 1. Annesley, St Albans
Harris, John, Plumstead, Kent, Gent. Feb 16. Farnfield and Rampden, Queen Victoria st
Hasthurs, Benjamin, Harworth, Nottingham, Farmer. March 1. Palmer, Doncaster
James, John, Leamington Priors, Warwick. Feb 3. Richards, Redditch
Jullien, Jean Pierre, Paris, France. Jan 15. Masterman, New Broad st
Lake, Benjamin, Spalding, Lincoln, Farmer. Feb 7. Bonner and Falbrough, Spalding
Langham, Henry Burdett, Cottesbrooke park, Northampton, Esq. Feb 13. Tatham and Co, Lincoln's inn fields
Lush, Henry, 3rd Dragon Guards Feb 28. Darbishire and Co, Manchester
Mony, Charlotte Mary, Plymouth, Devon. Feb 1. Brady and Co, Threadneedle st
Ormond, Thomas, Chelmsford, Essex, Tobacconist. Jan 31. Arthy and Bell, Chelmsford
Parker, Mary Elizabeth, Ilfracombe, Devon. March 1. Gribble and Goldsmith, Bristol
Phillips, Sarah Ann, Worthing. March 1. Edmunds, Worthing
Preston, John Frederick, Holbeach, Lincoln, Grocer. Feb 13. Caparn and Wilders, Holbeach
Rehards, John, Llanely, Carmarthen, Colliery Proprietor. Jan 24. Speechly and Co, Llanely
Simpon, Mary, Manchester. Feb 25. Rideal, Manchester
Tisdale, Bessey, Liverpool. Feb 8. Hore and Monkhouse, Liverpool
Waggon, Robert Scott, Newcastle-upon-Tyne, Hide Broker. March 1. Keenleyside and Forster, Newcastle-upon-Tyne
Waring, John, Highbury hill, Gent. Feb 9. Jones, Crosby sq

Bankrupts.

FRIDAY, Dec. 29, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Chadwick, Samuel Davidson, Edward Chadwick, and Arthur Cayley, Upper Thames st, Paper Manufacturers. Pet Dec 19. Hazlitt. Jan 17 at 1
Gresham, Thomas, Basinghall st, Solicitor. Pet Dec 22. Keene. Jan 23 (and not 21, as erroneously printed (last Gazette) at 11
Lewis, William Westoby, Stoke Newington rd, Grocer. Pet Dec 23. Brougham. Jan 23 at 12.30

TUESDAY, Jan. 2, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Coles, Henry, Lower Marsh, Lambeth, Grocer. Pet Dec 28. Hazlitt. Jan 23 at 12

To Surrender in the Country.

Brinor, John, Droyliden, Lancashire, Innkeeper. Pet Dec 30. Hall. Ashton-under-Lyne, Jan 13 at 11
Dreyshire, John, Salford, out of business. Pet Dec 29. Hulton. Salford, Jan 16 at 3
Hall, Mary, Hookey hill, Lancashire, Innkeeper. Pet Dec 30. Hall. Ashton-under-Lyne, Jan 13 at 11
Jenkins, John Nicholl, Halifax, General Dealer. Pet Dec 23. Rankin. Halifax, Jan 15 at 11
Leach, John, Ashton-under-Lyne, Draper. Pet Dec 28. Hall. Ashton-under-Lyne, Jan 18 at 12
Ride, Jacob, Birmingham, Licensed Victualler. Pet Dec 29. Parry. Birmingham, Jan 25 at 3
Smith, William, Great Grimsby, Fish Curer. Pet Dec 23. Daubney. Great Grimsby, Jan 19 at 10.30
Wood, George, Newcastle-upon-Tyne, Contractor. Pet Dec 1. Mortimer. Newcastle, Jan 17 at 2

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 29, 1876.

Frankford, Moss, Whitechapel rd, Cigar Manufacturer. Dec 23

TUESDAY, Jan. 2, 1877.

Wright, A D Union court, Old Broad st. Dec 27

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 29, 1876.

Abbott, John, Edgware rd, Costume Manufacturer. Jan 16 at 3 at offices of Swaine, Chesepide

Alborough, Ann, and John Alborough, Stratton St Mary, Norfolk, Butcher. Jan 10 at 4 at offices of Stanley, Bank plain, Norwich
Beavan, Thomas, Aberystwith, Cardigan, Butcher. Jan 4 at 11 at offices of Thomas, Little Darkgate st, Aberystwith
Biddle, George, Bristol. Jan 6 at 12 at offices of Roper, Nicholas st, Bristol

Blackwell, William Edward, Leeds, Tea Dealer. Jan 10 at 3 at offices of Hopps and Beiford, Bank st, Leeds
Bland, Richard, Eccleshill, York, Snuff Salesman. Jan 9 at 11 at offices of Lancaster and Wright, Manor row, Bradford
Boughton, Thomas, Worcester, Horse Dealer. Jan 19 at 11 at offices of Corbett, The Cross, Worcester

Bowen, John Hughes, Prince of Wales rd, Kentish town, Chemist. Jan 6 at 11 at the Masons' Hall Tavern, Masons' avenue, Basinghall st

Burton, William, Stoke-upon-Trent, Stafford, Nail Manufacturer. Jan 10 at 3 at offices of Turner, Bagnall st, Newcastle-upon-Tyne

Clifford, Montague, and James Green Rogerson, Manchester, Yarn Agents. Jan 9 at 3 at offices of Edwards, Bransome st, Manchester

Crowe, John, Isotonas, Stafford, Coalmaster. Jan 9 at 11 at offices of Sutton, Hill Top, Burslem

Crump, Joseph, Penrith, Cumberland, Innkeeper. Jan 18 at 3 at the Mitre Inn, King st, Penrith. Cant, Penrith

Davenport, Thomas, Ashby-de-la-Zouch, Leicester, Licensed Victualler. Jan 15 at 12 at offices of Fisher and Cheate, Kilwardby st, Ashby-de-la-Zouch

Davies, Alfred, Birmingham, Tailor. Jan 8 at 12 at offices of Cottrell, Newhall st, Birmingham

Edwards, David, Brynole, Cardigan, Farmer. Jan 18 at 3 at offices of Lloyd, High st, Lampeter

Ellis, Lilley, Birkenhead, Chester. Jan 9 at 3 at offices of Lupton, Harrington st, Liverpool

Fearnley, Samuel, Halton, nr Leeds, Builder. Jan 5 at 12 at offices of Hardwick, Infirmary st, Leeds

Hall, Frederick John, Stoke Ferry, Norfolk, Grocer. Jan 8 at 12 at offices of Emerson and Sparrow, Rampant Horse st, Norwich

Hanson, John, Sheffield, Boot Dealer. Jan 11 at 2 at offices of Esam, George st, Sheffield

Hill, Edward Ford, Harborne, Stafford, Accountant. Jan 5 at 3 at offices of Quelch, Cannon st, Birmingham

Hill, James, Trowbridge, Wilts, Baker. Jan 17 at 11 at offices of Rodway, Fore st, Trowbridge

Hilliard, Thomas, and Robert Leonard Ormer, Wigmore st, Cavendish sq, Surgical Instrument Manufacturers. Jan 17 at 12 at offices of Beaumont and Warren, Chancery lane

Hoywood, John, Stockton-on-Tees, Durham, Photographer. Jan 8 at 3 at offices of Gardutt and Fawcett, Finkle st, Stockton-on-Tees. Garden

Humphery, George, Middlesborough, Cabinet Maker. Jan 8 at 12 at offices of Bates, Zealand rd, Middlesborough

Jones, Albert Lewis, Aberystwith, Cardigan, Horse Dealer. Jan 9 at 11 at offices of Thomas, Little Darkgate st, Aberystwith

Jones, William Edward, Bermondsey New rd, Grocer. Jan 15 at 3 at the Bridge House Hotel, London bridge. Saffery and Huntley, Tooley st, London bridge

Kelvin, George, Newcastle-upon-Tyne, Innkeeper. Jan 8 at 3 at offices of Fybus, Dean st, Newcastle-upon-Tyne

Mackie, Mary, Sunderland, Durham, Hoiser. Jan 8 at 1 at offices of Bell, Lambton st, Sunderland

Mallinson, Walker Morry, Huddersfield, York, Grocer. Jan 18 at 11 at offices of Iveson and Meller, Queen st, Huddersfield

McCulloch, Andrew, Cannon st, Commission Agent. Jan 18 at 3 at offices of Swaine, Chesepide

Newman, Francis, Thornbury, Hereford, Farmer. Jan 15 at 11 at offices of Corbett, The Cross, Worcester

Onions, John, Tipton, Stafford, out of business. Jan 6 at 19 at offices of Beaton, Temple row, Birmingham

Pace, Henry Powell, Leeds, Plumber. Jan 6 at 11 at offices of Hardwick, Infirmary st, Leeds

Palmer, Arthur, Leicester, Sewing Machine Agent. Jan 9 at 12 at offices of Hunter, Halford st, Leicester

Parsons, Ann, Gun lane, Limeshouse, Carman. Jan 8 at 4 at offices of Young and Sons, Mark lane

Pickles, Henry Emmanuel, Blackburn, Surgeon. Jan 9 at 3 at offices of Holland, Northgate, Blackburn

Pitt, Thomas, Charlestown, Cornwall, Shoemaker. Jan 9 at 11 at offices of Paul, Quay st, Truro

Richardson, William, South Hylton, Durham, Shipbuilder. Jan 9 at 11 at offices of Steel, Bank buildings, Sunderland

Ride, Jacob, Birmingham, Licensed Victualler. Jan 5 at 12 at the Great Western Hotel, Monmouth st, Birmingham. Quelch, Birmingham

Rutter, Walter, Manchester, Pork Butcher. Jan 9 at 3 at offices of Minor, Brown st, Manchester

Schofield, James Glover, Huddersfield, Woollen Merchant. Jan 4 at 11 at offices of Milnes, New st, Huddersfield

Shepherd, Sarah, John Shepherd, and Joseph Henry Shepherd, Northowram, York, Stone Merchants. Jan 12 at 11 at 13, Ward's end, Halifax. Holroyde and Smith

Slade, Joseph, Rokeby rd, Duffield, Builder. Jan 8 at 3 at the Guildhall Coffee House, Gresham st. Sandom and Kersey, Graecchurch at Smith, Frederick, Southsea, Hants, Grocer. Jan 10 at 12 at the Chamber of Commerce, Chesepide. Blake, Portsea

Smith, John, Wolviston, Durham, Farmer. Jan 4 at 3 at offices of Tweedy, Silver st, Stockton-on-Tees

Stansfield, Samuel, Todmorden, Lancashire, Joiner. Jan 13 at 11 at the White Hart Hotel, Todmorden. Eastwood

Trascott, William Henry, Liverpool, Colour Painter. Jan 11 at 2 at offices of Williams, Lord st, Liverpool

Turner, John, Gloucester, Travelling Draper. Jan 16 at 2 at the New Inn Hotel, Northgate st, Gloucester. Cooke, Gloucester

Turner, Winspear, Kingston-upon-Hull, Dealer in Fancy Goods. Jan 8 at 3 at offices of Summers, Manor st, Kingston-upon-Hull

Webb, William Pigott, and John Pigott Webb, Wordsley, Stafford, Builders. Jan 5 at 11.30 at offices of Homfray and Holbourn, High st, Brierley hill

White, Robert, South st, Greenwich, Cheesemonger. Jan 10 at 3 at offices of Thwaites, Basinghall st. Fulcher, Basinghall st

Williams, John, Abercrombie, Denbigh, Innkeeper. Jan 11 at 1 at the Queen Commercial Hotel, Chester. Davies, Holywell
Williams, Samuel John, Mount St, Grosvenor sq, Bootmaker. Jan 8 at 3 at offices of Newton, Finsbury circus
Woolley, Samuel, Sandbach, Cheshire, Beerseller. Jan 10 at 11 at offices of Latham and Bygott, Market st, Crewe
Wright, Charles, Hampstead rd, Furniture Warehouseman. Jan 8 at 3 at offices of Cooper, Chancery lane

TUESDAY, Jan. 2, 1877.

Albrecht, Marius Lednard, Westmoreland place, City rd, Furrier. Jan 18 at 3 at offices of Webb, Austin & Co
Allen, John, Skipton, York, Cattle Dealer. Jan 29 at 2 at offices of Robinson and Robinson, Skipton
Ashworth, Lambert, Farnborough, Lancashire, Broker. Jan 18 at 3 at offices of Sewcroft, Town Hall sq, Bolton
Barber, Luke, Bradford, Grocer. Jan 17 at 10 at offices of Hutchinson, Piccadilly, Bradford
Barnacrough, George, Wakefield, Hop Merchant. Jan 15 at 11 at offices of Lake, Southgate, Wakefield
Bee, William, Mattheus, Walthamstow, Essex, Grocer. Jan 15 at 3 at offices of Chalk, Moorgate st
Betta, Walter, Hastings, Coach Builder. Jan 6 at 11 at the Incorporated Law Society's Institution, Chancery lane. Mann, Hastings
Bicknell, Edward, New cross rd, Butcher. Jan 10 at 12 at offices of Pitman, Stamford, at Blackfriars
Biggs, Felix Kevill, Bath, Outfitter. Jan 13 at 12 at offices of Joselyne and Co, King st, Cheshire. Bartrum, Bath
Blackburn, George, Newcastle-upon-Tyne, Licensed Victualler. Jan 17 at 2 at offices of Turner, Collingwood st, Newcastle-upon-Tyne
Bowers, Samuel, jun, Newcastle-under-Lyme, Licensed Victualler. Jan 9 at 11 at offices of Stevenson, Cheshire, Hanley
Brewer, Richard, Mellescoese, Cornwall, Miller. Jan 16 at 12 at the Red Lion Hotel, St Columb, Cornwall. Smith and Paul, Truro
Brierly, Amos, Rochdale, Woollen Carder. Jan 18 at 3 at the Dog and Partridge Inn, Fennel st, Manchester. March, Rochdale
Brindley, William, Birmingham, Draper. Jan 16 at 3 at offices of Rowlands, Ann st, Birmingham
Brown, James, Birmingham, Firework Manufacturer. Jan 15 at 3 at offices of Rowlands and Bagwell, Colmore row, Birmingham
Broomhall, Thomas, Newcastle-under-Lyme, Labourer. Jan 13 at 11 at offices of Griffith, Lad lane, Newcastle-under-Lyme
Brown, William, Brompton rd, Horse Dealer. Jan 17 at 2 at offices of Cottman, Buckingham st, Strand
Burrows, John, Liverpool, Clothier. Jan 16 at 2 at offices of Eity, Lord st, Liverpool
Carnor, Mary, Byre's green, Durham. Jan 18 at 11.30 at offices of Proud, Market place, Bishop Auckland
Cowling, Smith, Salford, Journeyman Joiner. Jan 17 at 3 at offices of Simpson, Kennedy st, Manchester
Davis, Francis Leander, St Bonet place, Merchant. Jan 12 at 2 at offices of Nokes, Queen Victoria st
Duffy, Joseph, Jarrow, Darham, Grocer. Jan 12 at 3 at offices of Mahane, Barrington st, South Shields
Elder, Peter, Kingston-upon-Hull, Fish Merchant. Jan 15 at 3 at offices of Summers, Manor st, Kingston-upon-Hull
Entwistle, Thomas, Elland, Halifax, Draper. Jan 16 at 3 at offices of Ashley, New st, Huddersfield
Evans, William, Aberystwyth, Mon, Boot Manufacturer. Jan 16 at 13 at offices of Benson and Thomas, Broad st, Bristol
Everitt, Isaac, Ashton-upon-Mersey, Cheshire, Joiner. Jan 19 at 3 at offices of Chew and Son, Swan st, Manchester
Freeman, Henry, jun, Rudwig, Sussex, Builder. Jan 5 at 12 at the Crown Hotel, Horsham. Coteching, Horsham
Freeman, Thomas, Birkenhead, Saddler. Jan 15 at 2 at offices of Downham, Market st, Birkenhead
Garner, Francis, Leicester, Boot Manufacturer. Jan 15 at 3 at offices of Fowler and Co, Grey Friars chambers, Friars lane, Leicester
Greiner, Cammell Constant Ernest, Charlotte st, Blackfriars, Trimming Importer. Jan 18 at 8 at offices of Lawrence and Co, Gild Jewry chamber
Grounds, Thomas David, Mare st, Hackney. Jan 17 at 3 at offices of Finch, Bridge chambers, Borough High st, Southwark
Harrison, James, Manchester, Boot Dealer. Jan 16 at 3 at offices of Simpson and Hockin, Brazenose st, Manchester
Hartopp, John, West Bromwich, Stafford, Corn Dealer. Jan 16 at 11 at offices of Shakespeare, Church st, Oldbury
Haywood, Edward Jones, Crewe, Cheshire, Hatter. Jan 8 at 3 at offices of Pointon, Market st, Crewe
Hendersen, Robert Ross, Leeds, Commission Agent. Jan 13 at 12 at offices of Pullan, Bank chambers, Park row, Leeds
Hendersen, Thomas Robert, and Margaret Henderson, Westoe, Durham, Builders. Jan 12 at 12 at offices of Dale, King st, South Shields
Hickman, William, West Bromwich, Stafford, Auctioneer. Jan 15 at 11 at offices of Shakespeare, Church st, Oldbury
Hill, Thomas, Burbage, Leicester, Framework Knitter. Jan 15 at 3 at offices of Wright, Gallowtree gate, Leicester
Hitchcock, William, Priory grove, South Lambeth, Cowkeeper. Jan 24 at 2 at offices of Vanderpump, Gray's inn sq
Jacobs, Simon, Middlesbrough, Jeweller. Jan 5 at 11 at the Wellington Hotel, Albert rd, Middlesbrough. Teale, Middlesbrough
Johnson, John James, Manchester, Fumber. Jan 15 at 11 at offices of Dawson, Brazenose st, Manchester
Jones, David, Penygraig, Glamorgan, Draper. Jan 17 at 3 at offices of Hollier and Williams, Pontypridd
Knight, Samuel Kirby, Manchester, Estate Agent. Jan 16 at 3 at offices of Farras and Hall, Princess st, Manchester
Lambert, Joseph, Thornhill Lane, York, Grocer. Jan 16 at 10.30 at offices of Ridgway and Ridgway, Church st, Dewsbury
Lee, Robert, Bristol, Manchester, Iron Fencing Manufacturer. Jan 17 at 11 at offices of Blyant and Barker, Keex st, Manchester
Mason, Lizzie, Denmark st, Camberwell, out of business. Jan 9 at 10.15 at offices of Mardon and Co, Moorgate st. Spurr and Nether-sole
Maw, Joseph Harvey, Brimscombe, Gloucester, Coal Agent. Jan 16 at 4 at offices of Jackson, London rd, Stroud
Mills, James, Wellington, Salop, Livery Stable Keeper. Jan 13 at 4 at the Crown Hotel, St Mary's st, Shrewsbury. Morris, Shrewsbury

Mugrave, Leonard, Llanwono, Glamorgan, Grocer. Jan 18 at 2 at offices of Hollier and Williams, Pontypridd
Parkinson, Richard, Byre's green, Darham, Butcher. Jan 18 at 11.30 at offices of Proud, Market place, Bishop Auckland
Phillips, James Edward, Hackney rd, Shoreditch, Cabinetmaker. Jan 11 at 11 at the Guildhall Coffee house, Gresham st, Marsh, Abchurch yard
Pope, Joseph, Cinderford, Gloucester, Pork Butcher. Jan 12 at 2.30 at the Lion Hotel, Cinderford. Jackson, Stroud
Potts, Ralph, Tunstall, Stafford, Fishmonger. Jan 15 at 3 at offices of Alcock, Market st, Tunstall
Powell, Thomas, Aberystwyth, Monmouth, Painter. Jan 17 at 3 at offices of Sayce, Lion st, Aberystwyth
Preston, Joseph, Aston New Town, Birmingham, Pork Butcher. Jan 15 at 3 at offices of Lowe, Temple st, Birmingham
Radford, John, Tipton, Stafford, Shopkeeper. Jan 15 at 3 at offices of Travis, Church lane, Tipton
Rains, John, Bristol, Refreshment House Keeper. Jan 17 at 12 at offices of Sherrard, Baldwin st, Bristol
Read, John Blackley, Penzance, Cornwall, Carrier. Jan 16 at 11 at offices of Trybail, Clarence st, Penzance
Reynolds, Charles, Abertillery, Monmouth, Bee house Keeper. Jan 13 at 11 at offices of Harris, Treleagar
Richardson, Alfred Massey, Manchester, Commission Agent. Jan 17 at 3 at the Clarence Hotel, Spring gardens, Manchester. Harle
Rigby, Richard, Chesham, Lancashire, Colliery Fireman. Jan 22 at 11 at the K's Arms Hotel, Castles st, Tyldesley. Wilson, Wigan
Rivett, Edward William, Blakeney, Norfolk, Grocer. Jan 30 at 11 at the office of the Registrar, Castle meadow, Norwich. Loyans, Wells
Roberts, James Harris, Swansea, Painter. Jan 15 at 3 at offices of Brown and Collins, Worcester place, Swansea
Roper, John Hignett, Liverpool, out of business. Jan 25 at 2 at the Law Association Rooms, Cook st, Liverpool. Spiller, Liverpool
Rule, Richard, Devonport, Devon, Baker. Jan 18 at 12 at offices of Beer and Rundle, Ker st, Devonport
Rutland, John, Liverpool, Tea Dealer. Jan 15 at 2 at offices of Williams and Pennock, Lord st, Liverpool
Salt, Alfred, Smithy bridge, Lancashire, Carrier. Jan 17 at 3 at the Commercial Hotel, Brown st, Manchester. Ashworth, Rochdale
Sambrook, William, and Thomas Cartridge Sambrook, Burslem, Stafford, Painters. Jan 15 at 11 at offices of Tomkinson and Furnall, Hanover st, Burslem
Solby, William, Radford, Nottingham, Greengrocer. Jan 15 at 3 at offices of Belk, Middle pavement, Nottingham
Shaw, John Garner, Bradford, out of business. Jan 16 at 11 at offices of Wilkinson, Kirkstall, Bradford
Sleep, Charles, Liverpool, Draper. Jan 18 at 2 at offices of Hughes, Lord st, Liverpool
Smith, Charles, Church rd, Battersea, Merchant. Jan 17 at 3 at 111, Cheshire. Butcher, Boverly st
Smith, George, Glovers' Hall court, Beach st, Barbican, Boxmaker. Jan 16 at 3 at offices of Lawrence and Co, Old Jewry chambers
Smith, James, Caerwent, Monmouth, Grocer. Jan 13 at 12 at offices of Tricks and Co, Nicholas st, Bristol
Smith, William Borthwick, and James Sarley, Coventry, Machinists. Jan 16 at 12 at 29, Hertford st, Coventry. Minister, Coventry
Steele, Gilbert, and George Steele, Greenhow, York, Miners. Jan 19 at 3 at offices of Wilkes, Zealand rd, Middlesbrough
Stephenson, Alfred, Bury, Lancashire, Carver. Jan 15 at 3 at offices of Anderton, Garden st, Bury
Taylor, Robert, High st, Hampstead, Designer of Fancy Stationery. Jan 18 at 12 at offices of Church and Co, Bedford row
Thompson, Stephen, Edith villas, North End, Fulham, Artist. Jan 22 at 2 at offices of Tilly and Soames, Finsbury place south
Thornton, Frederick, Salford, Lancashire, Coach Proprietor. Jan 22 at 2 at offices of Cobbett and Co, Brown st, Manchester
Thorogood, James, Hackney rd, Redstead Manufacturer. Jan 11 at 3 at offices of Fwalves, Basinghall st. Fulcher, Basinghall st
Trigg, John, Gloucester, Baker. Jan 15 at 11 at 45, Eastgate st, Gloucester. Franklin
Trueman, John, Birmingham, Fender Manufacturer. Jan 15 at 12 at offices of Fallows, Cherry st, Birmingham
Webber, Charles, Caedonian rd, Islington, Builder. Jan 19 at 2 at offices of Watson and Co, Bouverie st, Fleet st
Williams, Arthur, Edlington, Salop, Farmer. Jan 19 at 3 at offices of Williams, Thomas Arkbur, Sittingbourne, Kent, Coal Merchant. Jan 16 at 11 at offices of Gibson, High st, Sittingbourne
Worsley, Robert, Over Darwen, Lancashire, Joiner. Jan 16 at 11 at offices of Hindle, Bolton rd, Over Darwen

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